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September 25, 2006

REQUEST FOR PROPOSALS (RFP)
#2006-01: HIV/AIDS SOCIAL MARKETING SERVICES

Dear Service Provider:

The Los Angeles County (County) Office of AIDS Programs and Policy (OAPP) is seeking proposals from service providers for the development and implementation of HIV/AIDS Social Marketing Services.

The RFP provides detailed descriptions of the County's service requirements, instructions to proposers on the proposal submission, proposal evaluation criteria and the County's contract terms and conditions. Potential proposers should carefully review the RFP and ensure that their proposal complies with all RFP requirements including the RFP Timetable, mandatory proposers' conference, and mandatory intent to apply form. **Proposals are due no later than 4:00 p.m. (Pacific Time), Tuesday, October 17, 2006.** Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

The RFP, including all forms that require typewritten completion, are available for download at <http://camisvr.co.la.ca.us/lacobids/> (View Open Bids and search by Bid Number under "OAPP") or <http://www.lapublichealth.org/aids/rfp.htm>. A copy of the RFP may also be obtained at OAPP, Division of Planning and Research, 600 S. Commonwealth Avenue, 6th Floor, Los Angeles, CA 90005.

If you have any questions regarding this RFP, please contact Susan Carlon, Solicitations Coordinator, at (213) 351-8048.

Very truly yours,

Mario J. Pérez, Director
Office of AIDS Programs and Policy

MJP:MG:smc

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Enclosure



**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF AIDS PROGRAMS AND POLICY**

REQUEST FOR PROPOSALS #2006-01

**FOR THE PROVISION OF
HIV/AIDS SOCIAL MARKETING SERVICES**

RELEASE DATE: September 25, 2006

PROPOSAL DUE DATE: 4 p.m. (Pacific Time), October 17, 2006

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

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HIV/AIDS SOCIAL MARKETING SERVICES**

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1.0 INTRODUCTION

1.1 Purpose

The Los Angeles County Department of Public Health (County), Office of AIDS Programs and Policy (OAPP) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide marketing services. This will maximize County resources and increase the reach of marketing and advertising efforts.

The Proposer should be a subsidiary, division, or affiliate of a mass-media company with significant assets in most areas of media. This may include, but is not limited to, television, cable, television, radio, out-of-home media and other media assets. The goal is to provide a coordinated social marketing effort that relies on these media assets and the expertise of the mass media company to increase the reach and to sustain social marketing efforts throughout the year.

HIV social marketing campaigns are vital to the success of an overall approach to HIV education and prevention in Los Angeles County. Raising the level of personal awareness, influencing community norms and promoting behavior that lowers the risk of HIV infection are important objectives of OAPP. OAPP seeks to reinvigorate a public and social discussion of HIV risk and transmission and raise awareness regarding, and commitments to, safer behavior. This includes raising community awareness and mobilization through the support of community events throughout the year and an on-going evaluation of these efforts.

In current marketing efforts, OAPP primarily targets young men of color who have sex with men (MSM), men who have sex with men who also have sex with women (MSM/W), but who may not identify as gay or bisexual, and their female at-risk sexual partners (WSR). Secondly, OAPP targets the families of persons at-risk for, or living with HIV and AIDS in an effort to raise the level of personal awareness, reduce HIV/AIDS stigma and to influence community

norms. These efforts are designed to promote HIV prevention and to increase the awareness and availability of care, treatment, and HIV drug assistance program services.

The target behavioral risk groups (BRGs) from July 2006 through June 2009 initially include young MSM, MSM/W and WSR. Emphasis is placed on persons of color. Other BRGs for which the proposer can show a substantial ability to effectively reach without increasing total project costs or diminishing efforts for the main BRGs are welcome and enhance the value of the proposal. Specifically of interest are proposals to reach transgender persons, crystal methamphetamine users and other non-injection drug users. All behavioral risk group information is included in the Los Angeles County HIV Prevention Plan 2004 – 2008 (HIV Prevention Plan) and is available at http://www.lapublichealth.org/aids/hivplanning/presentation/County_of_LA_HIV_Prevention_Plan_2004-2008.pdf.

In Los Angeles County, the HIV/AIDS epidemic is largely driven by infections among men who have sex with men – one-third of new AIDS cases nationally are among MSM compared to 61% in LAC.¹ A recent study of men who have sex with men showed a 33% HIV prevalence rate among African-American men who have sex with men. The prevalence of unrecognized infection in both African-Americans and Latinos is also very high.² In particular, young gay and bisexual men of color who may or may not self-identify as gay are increasingly being infected with HIV; many do not know they are infected.³ Additionally, according to the Centers for Disease Control and Prevention (CDC), the leading cause of HIV infection among African-American women is male-to-female sexual contact.

¹ HIV Epidemiology Program, *Advanced HIV Disease (AIDS) Surveillance Summary*, July 2001

² HIV Epidemiology, *Los Angeles Men's Survey*, November 2005

³ HIV Epidemiology Program, *Los Angeles Men's Survey* data, November 2005; CDC, *Fact Sheet: HIV/AIDS Among Men Who Have Sex with Men*, July 2005; CDC, *MMWR*, Vol.54, No. 24, June 2005

Latinos continue to be the most impacted group in Los Angeles County, representing the largest number of persons living with AIDS in Los Angeles County at 40% of all persons living with AIDS.⁴ HIV infection was detected “very late” – that is, within a year of their AIDS diagnosis – in over two-thirds of Latinos and in over half of African-Americans living with AIDS who participated in the Los Angeles County Supplemental HIV/AIDS Survey (SHAS) Project from 2000-2004. Comparatively, a third of HIV infections among White participants were detected “very late.” The proportion of Whites in the study to have detected their infection “early” – that is, at least 5 years before a diagnosis of AIDS – was nearly twice that for African-Americans and four times higher than for Latinos.⁵

Unrecognized HIV infection continues to be a major problem in Los Angeles County. In a study of African-American MSM from 2003 – 2004, significant numbers of men who had previously not known they were HIV infected were found to be infected.⁶ Latino men were also likely to be HIV infected and unaware, according to the same study. Of striking concern in a recent study, 59% of Latinos and 38% of Whites who reported crystal methamphetamine use were found to be HIV infected and had not previously known, while over 80% of White MSM and over 70% of Latino MSM who used crystal had unprotected anal sex within the previous 12 months.⁷ Male to female transgender persons also continue to be highly impacted by HIV infection. Recent HIV testing data from Los Angeles County publicly-funded test sites showed this population with a 5% seropositivity rate.

Proposals are sought for a marketing program that allows for both new and traditional approaches designed to utilize all forms of traditional and non-traditional media, as well as unique and more directly-targeted marketing services to reach the target audience. A key requirement for proposers is that

⁴ HIV Epidemiology Program, *HIV/AIDS Semi-Annual Surveillance Summary*, June 2005

⁵ HIV Epidemiology Program, *An Epidemiologic Profile of HI & /AIDS, Los Angeles County 2004*, February 2004

⁶ HIV Epidemiology Program, *Los Angeles Men's Survey 2003-2004*, July 2005

⁷ HIV Epidemiology Program, *Los Angeles Men's Survey*, November 2005

they demonstrate an understanding of the key risk groups and behaviors, and the social context of HIV infection in Los Angeles County, including the targeting of BRGs, injection drug use and crystal methamphetamine use, homophobia, sexual identity stigma, racism, poverty and gender inequality. The narrative proposal should demonstrate a familiarity with the HIV Prevention Plan and other local epidemiologic evidence as published by OAPP and the Los Angeles County HIV Epidemiology Program as warranted by the proposal. Such reports and statistics can be found at <http://lapublichealth.org/aids> and/or <http://lapublichealth.org/hiv>. Proposers should utilize the HIV Compendium of behavior change models and describe which models they will employ to carry out an effective HIV prevention marketing campaign. The compendium can be found at <http://www.cdc.gov/hiv/pubs/HIVcompendium/HIVcompendium.htm>. Proposers should show how their affiliation with a mass media company will benefit OAPP social marketing efforts and impact the target behavioral risk group members, as well as influence community norms and awareness.

OAPP funds its social marketing activities through various funding mechanisms. This includes Net County Cost (NCC) funding, CDC, Health Resources Services Administration (HRSA) and State funds in an annual amount for this RFP of \$800,000.00. OAPP is seeking to award one contract as a result of this RFP and funding is contingent upon the availability of continued funding for these efforts (refer to *Appendix A, Sample Contract, Paragraph 19, Budget Reductions*).

1.2 Overview of Solicitation Document

This Request for Proposals (RFP) is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Contains instructions to Proposers on how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Explains how the proposals will be selected and evaluated.

▪ **APPENDICES:**

- **A - SAMPLE CONTRACT:** Lists the terms and conditions in the Contract.
- **B - ADDITIONAL PROVISIONS:** Lists the terms and conditions that are also part of the Contract.
- **C - STATEMENT OF WORK:** Explains in detail the Statement of Work to be performed by the Contractor.
- **D - TECHNICAL EXHIBITS:** Exhibit that accompanies the Statement of Work.
- **E - REQUIRED FORMS:** Forms contained in this section must be completed and included in the proposal.
- **F - INTENT TO APPLY:** Form must be completed and submitted if Proposer intends to respond to RFP.
- **G - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to department requesting a Solicitation Requirements Review.
- **H - SAFELY SURRENDERED BABY LAW:** County program.
- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **J - JURY SERVICE ORDINANCE:** County program.
- **K - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **L - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **M - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.

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- **N - CONTENT OF AIDS-RELATED WRITTEN MATERIALS, PICTORIALS, AUDIOVISUALS, QUESTIONNAIRES, SURVEY INSTRUMENTS, AND EDUCATIONAL SESSIONS IN CENTERS FOR DISEASE CONTROL ASSISTANCE PROGRAMS:**
CDC Policy.

1.3 Intentionally Omitted

1.4 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in *Appendix C, Statement of Work*, of this RFP are invited to submit proposal(s), provided they meet the following requirements:

- 1.4.1 Proposer must show they are incorporated as a subsidiary, division, or affiliate of a mass media company with significant ownership of most forms of media. Examples include, but are not limited to, broadcast television, cable television, out-of-home media, and radio broadcast. The name of the marketing firm and a listing of affiliated mass media assets should be listed in Proposer's Background and Experience (2.9.4, Section B.1).
- 1.4.2 Proposer must describe its experience (a minimum of five (5) years) providing marketing, sales, promotional services and partnership marketing. Proposer must submit resumes of its staff and documentation of three previous marketing campaigns within the last year as supporting material. Marketing campaigns must have targeted similar target populations and/or have been similar in scope of services as those being proposed. This documentation should be submitted with their Proposal Submission under Proposer's Background and Experience (2.9.4, Section B.1).
- 1.4.3 Proposer must have and identify a project manager with five (5) years of documented experience (e.g., resume, degree, certificate of completion in advertising or marketing) in a fulltime capacity in full-service marketing agency developing, executing, and fulfilling integrated strategic outreach and educational campaigns. This

documentation should be submitted with their Proposal Submission under Proposer's Background and Experience (2.9.4 Section B.1).

- 1.4.4 Proposer must have an office located within Los Angeles County. This documentation should be submitted with their Proposal Submission under Proposer's Background and Experience (2.9.4 Section B.1).
- 1.4.5 Proposer must agree to use proprietary information regarding their knowledge of the demographics and media utilization patterns in the Los Angeles market for the purposes of market segmentation and to develop target population profiles to develop a media plan designed to reach the target audience to meet the requirements as described in *Appendix C, Statement of Work* and its attachments. This documentation should be submitted with their Proposal Submission under Proposer's Background and Experience (2.9.4 Section B.1).
- 1.4.6 Proposer must attend the Mandatory Proposers Conference.
- 1.4.7 Proposer must submit *Appendix F - Intent to Apply* form by the submission deadline.
- 1.4.8 Proposer must respond positively to a willingness to consider hiring GAIN/GROW participants. (Reference Sub-paragraph 1.27 in this Section)
- 1.4.9 Proposer must certify intent to comply with the County's Jury Service Program. (Reference Sub-paragraph 1.32 in this Section)
- 1.4.10 Proposer must be able to comply with all insurance provisions as set forth in *Appendix A, Sample Contract* of this RFP. This documentation should be submitted with their Proposal Submission under Proposer's Background and Experience (2.9.4, Section B.4).
- 1.4.11 Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposal.

1.5 County Rights & Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation

document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Addendum will also be available for download at <http://camisvr.co.la.ca.us/lacobids/> (View Open Bids and search by Bid Number under “OAPP”) or <http://www.lapublichealth.org/aids/rfp.htm>. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Contract Term

County plans to have a contract term for a period of up to three (3) years with a renewal option for a two (2) year period.

The Director of Public Health or his/her authorized designee may extend the final contract term on a month-to-month basis for up to six months, at his/her sole discretion. The renewal options will be at the sole discretion of the Director of Public Health or his/her authorized designee. The contract shall commence after approval by the Los Angeles County Board of Supervisors.

1.7 Contract Rates

The Contractor’s rates shall remain firm and fixed for the term of the Contract (refer to *Appendix A, Sample Contract, Paragraph 9, Compensation* and *Appendix E, Forms 2A, 2B, 2B-1, 2B-2, 2B-3 and 2B-4*).

1.8 Days of Operation

The Contractor shall be required to provide services on an as-needed basis seven (7) days a week. Hours can be negotiated per project. The Contractor is not required to, but may be asked to provide services on County-recognized holidays. A list of County recognized holidays are included in *Appendix C, Statement of Work*, of this RFP.

1.9 Contact With County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Susan Carlon, Solicitations Coordinator
Office of AIDS Programs and Policy
Planning and Research Division
600 South Commonwealth Avenue, 2nd Floor
Los Angeles, CA 90005
Fax number: (213) 381-8023
Email address: scarlon@ladhs.org

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

1.10 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm. *There are underscores in the address between the words 'doing business' and 'main db'.*

1.12 County Option To Reject Proposals

The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any

proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

1.13 Protest Process

1.13.1 Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Proposer challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

1.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.13.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in this Section)
- Review of a Disqualified Proposal (Reference Sub-paragraph 3.3 in this Section)
- Review of Department's Proposed Contractor Selection (Reference Sub-paragraph 3.7 in this Section)

1.14 Notice To Proposers Regarding The Public Records Act

1.14.1 Responses to this RFP shall become the exclusive property of the County. At such time as OAPP recommends Proposer(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all such proposals submitted in response to this RFP, become a matter of public record, with the exception of those parts of each proposal which are defined by the Contractor as business or

trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

- 1.14.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in *Appendix A, Sample Contract, Paragraph 14*. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in *Appendix A, Sample Contract, Paragraphs 15 and 16*.

1.16 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc.

For additional information, a Proposer may call (800) 420-0555 or contact them through their web-address: www.2sparta.com

1.17 Injury & Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.18 Intentionally Omitted

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in *Paragraph 15* and the Independent Contractor Status provision contained in *Paragraph 30 in Appendix B, Additional Provisions*.

1.20 Conflict of Interest

No County employee or member of any County Commission whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in *Appendix E - Required Forms, Form 8, Certification of No Conflict of Interest*. As well as any federal or state laws relating to conflict of interest.

1.21 Determination of Proposer Responsibility

- 1.21.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.
- 1.21.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 1.21.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a

term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 1.21.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.21.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.21.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.22 Proposer Debarment

- 1.22.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County

may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.22.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

1.22.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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- 1.22.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.22.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.22.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.22.9 *Appendix L* is a listing of Contractors that are currently on the *Debarment List for Los Angeles County*.

1.23 Proposer's Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.24.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a

solicitation may result in the Proposer's submission being eliminated from consideration.

1.24.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.25 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the *Familiarity with the County Lobbyist Ordinance Certification*, as set forth in *Appendix E - Required Forms, Form 11*, as part of their proposal.

1.26 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Reference *Appendix I*.

1.27 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, *Attestation of Willingness to Consider GAIN/GROW Participants*, as set forth in *Appendix E, Required Forms, Form 12*, along with their proposal.

1.28 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.29 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in *Appendix B, Additional Provisions, Paragraph 55*.

1.30 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Appendix H* of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.31 County Policy on Doing Business with Small Business

- 1.31.1 The County has multiple programs that address Small Businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.31.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Sub-paragraph 1.33 of this Section.
- 1.31.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Sub-paragraph 1.32 - Jury Service Program of this Section.
- 1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in *Appendix K*.

1.32 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the *Jury Service Ordinance, Appendix J*, and the pertinent jury service provisions of *Appendix B, Additional Provisions, Paragraph 56*, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.32.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.32.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the

annual amount of this Contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.32.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the *Certification Form and Application for Exception, Form 9 in Appendix E, Required Forms*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

1.33 Local Small Business Enterprise Preference Program

- 1.33.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principle office currently located in Los Angeles County for a period of at least the past 12 months; **and** 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.
- 1.33.2 To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance’s website at:
<http://oaac.co.la.ca.us/SBEMain.shtml>
- 1.33.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed.

Proposers must attach the Local SBE Certification Letter to the Required Form - *Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form – Form 7* in *Appendix E, Required Forms*, with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

- 1.33.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on *Form 1, Proposer's Organization Questionnaire/Affidavit* in *Appendix E, Required Forms*. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.35 Certification Regarding Debarment, Suspensions, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 c.f.r. Part 76) Program

Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of proposal submission, Proposer must submit a certification, as set forth in *Appendix E, Required Forms, Form 13*, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the proposal identify prospective

subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent agreement, Proposer must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

Failure to provide the required certification may eliminate the proposal from consideration.

In the event that Proposer and/or its subcontractor(s) is or are unable to provide the required certification, Proposer instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the proposal is appropriate under the federal law.

1.36 Intentionally Omitted

1.37 Proposer's Charitable Contributions Compliance

1.37.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated

associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.37.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the *Charitable Contributions Certification, Form 6*, as set forth in *Appendix E, Required Forms*. A completed *Form 6* is a required part of any agreement with the County.

1.37.3 In *Form 6*, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement, **OR**
- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.37.4 Prospective County contractors that do not complete *Form 6* as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP
Monday, September 25, 2006
- **Mandatory Proposers Conference**
2 p.m. (Pacific Time), Wednesday, October 4, 2006
- **Mandatory Intent to Apply Form Due**
4 p.m. (Pacific Time), Friday, October 6, 2006
- Written Questions Due
4 p.m. (Pacific Time), Friday, October 6, 2006
- Request for a Solicitation Requirements Review Due
4 p.m. (Pacific Time), Tuesday, October 10, 2006
- Questions and Answers Released
Wednesday, October 11, 2006
- **Proposals due by**
4 p.m. (Pacific Time), Tuesday, October 17, 2006

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting *Appendix G - Transmittal Form to Request a Solicitation Requirements Review* along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

- The request for a Solicitation Requirements Review is received by the department by October 10, 2006;
- The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
- The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- The request for a Solicitation Requirements Review asserts either that:
 - application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantage the Proposer; or,
 - due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.

The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date.

All Requests for Review should be submitted to:

Michael Green, Director
Office of AIDS Programs and Policy
Planning and Research Division
600 South Commonwealth Avenue, 2nd Floor
Los Angeles, CA 90005
Fax number: (213) 381-8023

2.5 Proposers' Questions

Only written inquiries will be accepted regarding the RFP and must be submitted to the Contracts Analyst identified below. No telephone inquiries will be accepted. Proposers may submit questions via email, fax, or mail. All questions must be received by 4:00 P.M. (Pacific Time), Friday, October 6, 2006. Questions must be addressed to:

Susan Carlon, Solicitations Coordinator
Office of AIDS Programs and Policy
Planning and Research Division
600 South Commonwealth Avenue, 2nd Floor

Los Angeles, CA 90005
Fax number: (213) 381-8023
Email address: scarlon@ladhs.org

All inquiries must be typewritten or word processed and include:

- Contact Person's Name
- Agency Name
- Address
- Area code and Phone number
- Area code and Fax number
- E-mail address, and
- Question(s) – Proposer must specify the RFP section, page number and quote the passage that prompted the question.

Any written questions received after the submission deadline will not be addressed.

All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP. The addendum will be made available to attendees of the Mandatory Proposers Conference that completed the official sign-in sheet, in addition to being posted on the internet at <http://www.lapublichealth.org/aids/rfp.htm> and <http://camisvr.co.la.ca.us/lacobids/> (View Open Bids and search by Bid Number under "OAPP").

County reserves the right to group similar questions when providing answers. Questions that deviate from the format described may be rejected without review at the County's sole discretion. Proposer bears all risks in the timely submission of written questions.

2.6 Intent to Apply

For a proposal to be considered, Proposer must submit *Appendix F - Intent to Apply* form on or before 4:00 P.M. (Pacific Time), Friday, October 6, 2006. Submission of the *Intent to Apply* form is a mandatory requirement. The *Intent to Apply* form must be signed by the Executive Director, CEO or designated Board Member of the proposing agency. Forms may be faxed to the attention

of Susan Carlon, Solicitations Coordinator, at (213) 381-8023 or by e-mail at scarlon@ladhs.org.

Proposers are responsible for verifying that the fax is received. The Proposer assumes the risk of non-receipt of its *Intent to Apply* form. *Intent to Apply* forms will not be accepted after the time deadline. County will reject proposals from Proposers that fail to submit the *Intent to Apply* form by the time deadline.

2.7 Mandatory Proposers' Conference

A **Mandatory Proposers' Conference** will be held to discuss the RFP. The purpose of the Mandatory Proposers' Conference is to answer questions concerning the written specifications of this RFP in the presence of all agencies interested in providing services for the County. County representatives will not hold any private or unilateral consultations before or after the Conference. This is a mandatory meeting and all potential proposers must register and attend this meeting, scheduled as follows:

Date/Time: 2:00 PM (Pacific Time), Wednesday, October 4, 2006
Location: Office of AIDS Programs and Policy (OAPP)
600 S. Commonwealth Ave., Large Meeting Room, 2nd floor
Los Angeles, California 90005

Proposers planning to attend must call (213) 351-8048 to register for the Mandatory Proposers' Conference. OAPP cannot validate parking for persons attending the Proposers' Conference.

All agencies in attendance at the Mandatory Proposers' Conference are to ensure that the official sign-in attendance sheet is completed and signed by one authorized representative of the agency. The sign-in sheet will serve as evidence that an agency was present at the Mandatory Proposers' Conference and a mailing list for disseminating any addendum/addenda to the RFP, subsequent to the Mandatory Proposers' Conference, if the County determines that such addendum/addenda is necessary.

The County will entertain questions during the conference. However, some responses may be deferred and provided in a written addendum. The County will distribute any written addendum to Proposers that attended the Mandatory Proposers Conference and that completed the official sign-in sheet.

Proposers must attend this conference or their proposals will be rejected (disqualified) without review and eliminated from further consideration. Proposers are advised to be prompt as late arrivals will not be admitted.

2.8 Preparation of the Proposal

Any Proposal that deviates from this format may be rejected without review at the County's sole discretion. The Proposal shall consist of two parts: A Business Proposal and a Cost Proposal. Each part will be sealed in separate envelopes or boxes and submitted as described in Subparagraph 2.11, Proposal Submission.

All Proposals must be bound and submitted in the prescribed format:

1. Proposals must be typewritten, double spaced with a font size of 12 points on 8 ½" x 11" white bond paper.
2. Margins (top, bottom, left and right) shall be not less than one (1) inch.
3. Proposals shall be individually bound as follows:
 - Use a rubber band or binder clip to keep the pages of the original Business and original Cost Proposals together.
 - Proposal copies must be stapled. If the thickness of the copies prohibits stapling, please use an appropriately sized binder clip.
 - Do not professionally bind (e.g., spiral binding) the original or any copies of the proposal.
4. All forms included in *Appendix E, Required Forms*, are required in the submission of the Proposal and must be signed/dated where applicable. The forms are available for download at <http://camisvr.co.la.ca.us/lacobids/> (View Open Bids and search by Bid Number under "OAPP") or <http://www.lapublichealth.org/aids/rfp.htm>.

5. Everything constituting the Proposal and all documents submitted in connection with this RFP shall be written in English.
6. Proposals must be numbered each page sequentially and label each section clearly.
7. All Proposals (originals and copies) shall be clearly labeled with the RFP title "**OFFICE OF AIDS PROGRAMS AND POLICY, RFP #2006-01 FOR HIV/AIDS SOCIAL MARKETING SERVICES**" and with the name of Proposer's organization on the front exterior.

Proposals are to be made based on the contents of this RFP. The County shall assume no responsibility for any misunderstanding or representations concerning information provided, or conditions given, by any of its employees prior to execution of a contract unless it is included in the RFP or in an addendum to the RFP. Any Proposal that deviates from this format may be rejected without review at the County's sole discretion.

In preparing the written Proposal, the Proposer should do so in its own words and take care not to copy the language in the RFP. Care should also be taken to ensure that the Proposal responds completely and thoroughly to all of the requirements set forth in this RFP. The objective of the Proposal submission is for OAPP to ascertain the Proposer's ability to provide or exceed the required services. In addition, specific information is requested from all Proposers to ensure that the Proposals can be fairly compared and evaluated in a standard manner. Only that information which is contained in the Proposal will be evaluated.

2.9 Business Proposal Format

The content and sequence of the proposal must be as follows:

- Proposer's Organization Questionnaire/Affidavit
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)

- Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW)(Section D)
- Business Proposal Required Forms (Section E)
- Required Form for Charitable Contributions Compliance (Section F)
- Additional Data (Section G)

2.9.1 Proposer's Organization Questionnaire/Affidavit

The Proposer shall complete, sign and date the *Proposer's Organization Questionnaire/Affidavit - Form 1* as set forth in *Appendix E*. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

2.9.2 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.9.3 Executive Summary (Section A)

Condense and highlight the contents of the Proposer's Business Proposal to provide OAPP with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

2.9.4 Proposer's Qualifications (Section B)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

Proposer's Background and Experience (Section B.1)

B.1.1 Provide a summary of relevant background information to demonstrate that the Proposer meets the following minimum requirements stated in Sub-paragraph 1.4 of this RFP:

- (a) Minimum requirement 1.4.1
- (b) Minimum requirement 1.4.2
- (c) Minimum requirement 1.4.3
- (d) Minimum requirement 1.4.4
- (e) Minimum requirement 1.4.5 – Proposer must provide a statement agreeing to use proprietary information to develop a media plan to meet the requirements as

described in *Appendix C, Statement of Work* and its attachments.

- B.1.2 Proposer shall list all current and past clients for the last three (3) years in which Proposer's contract was cancelled or terminated.

Proposer must provide contact person's full name, title, firm/company name, address, telephone/FAX number, e-mail address, and any other identifying (e.g., contract and/or account number) that may be required to properly refer to Proposer, while verifying Proposer's experience in serving past and current clients/employers. Proposer must state the reason why the contract was cancelled or terminated.

Proposer's References (Section B.2)

Reference verification will be conducted on a selected sample of references provided. It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate.

County may disqualify a Proposer if:

- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

Proposer must provide a minimum of three (3) and a maximum of five (5) references for which Proposer has developed, implemented, and maintained a marketing campaign.

Proposer must provide contact person's full name, title, firm/company name, address, telephone/FAX number, e-mail address, and any other identifying information (e.g., contract and/or account number) that may be required to properly refer to Proposer, while verifying Proposer's experience in serving past and current clients/employers.

Proposer shall list and highlight their experiences and references with clients/employers that are: 1) government related [e.g., city, county, State, or federal] or large scale corporate clients, 2) have projects that are of the same size, scale, and/or have similar requirements as required under this RFP, and/or 3) are located in the Los Angeles County area.

Financial Capability (Section B.3)

Proposer must submit two copies of Financial Stability Documentation in a package separate from the Business Proposal.

Proposer shall submit two (2) copies of the company's most current fiscal year financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. Proposer shall indicate the period of time a full fiscal year equals (e.g., January through December, July through June, etc.). If Proposer is a subsidiary of a parent company, Proposer shall especially describe, or highlight, the individual financial statements of Proposer and not that of the parent company as a whole. Further, Proposer shall describe and document the following:

- Proposer's financial stability history and
- Proposer's ability to operate and carry costs for at least 60 days over the contract term of any agreement awarded as a result of this RFP (refer to *Appendix A, Sample Contract, Paragraph 17, Fiscal Viability*).

If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

Proof of Insurability (Section B.4)

In addition, Proposer shall provide a letter of commitment from an insurance company acceptable to County setting forth that adequate insurance coverage will be available at the time of contract award, or if a current County contractor a copy of contractor's current certificate of insurance, for the dollar levels and programs of insurance as required and described in the insurance provisions of *Appendix A, Sample Contract (Paragraphs 14, 15, and 16)*.

(Note that, an insurance company acceptable to the County, is one that has a current A.M. Best rating of not less than A:VII. [Information concerning A.M. Best ratings and publications may be obtained from www.ambest.com]. Certificates of insurance provided by current contractors hereunder, must specifically contain contractor's current contract number, and shall be also endorsed to add the County as an "Additional Insured", on contractor's general liability policy.)

(For Proposer's information, County's Service Providers, Artisan, and Tradesman Activities ["SPARTA"] program provides assistance to proposers in obtaining affordable liability insurance. The SPARTA program is administered by County's insurance broker, Municipality Insurance Services, Inc., which proposer may contact by calling (800) 420-0555, or by sending a message to their e-mail contact person at carol@web2wise.com.)

(For Proposers with a program of self-insurance, Proposer shall provide a formal declaration [on proposer's letterhead, if available] that Proposer is self-insured for the type and amount of coverage indicated in *Appendix A, Sample Contract*. [Proposer's declaration can be in the

form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of the Proposer. The statement also must identify which required coverages are self-insured and which are commercially insured. Proposers who are self-insured for workers compensation, must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided.] Note that, the use of self-insurance is subject to the County's Risk Manager's approval.)

2.9.5 Proposer's Approach to Provide Required Services (Section C)

Present a description of the methodology the Proposer will use to meet Contract work requirements. Describe in detail how the services will be performed to meet the intent of the SOW.

- C.1 Describe Proposer's experience in providing marketing, sales, and promotion services. Proposer should detail what is unique or different about its approach and how it enhances the services offered. Unique and new approaches that have been shown to have been previously effective as measured by typical Industry standards are desired.
- C.2 Proposer must demonstrate its ability to develop an integrated approach designed to accomplish or exceed the service requirements for all three (3) goals and objectives as described in *Appendix C, Statement of Work* (including its attachments). Proposer shall provide a completed *Statement of Work* (please refer to *Appendix E, Required Forms, Form 4, Scope of Work*) for each of the three (3) goals.

Furthermore, Proposer's detail should include a discussion of event production, management, and promotion with regard to the initiatives mentioned in goal two of the SOW

- C.3 Describe if Proposer is unable to provide any work as defined in *Appendix C, Statement of Work* (including its attachments), inhouse and if Proposer intends to have any services subcontracted.

- C.4 Proposer must describe how proprietary information will be used to reach the target audience. Describe the exact target audience that will be the focus of the campaign. This must, at a minimum, cover those mentioned as main BRGs listed, but can include other BRGs.
- C.5 Proposer must describe the theories of behavioral change that will be utilized to achieve goals one (1) and two (2) of *Appendix C, Statement of Work, Attachment 1*. Proposers should refer to the HIV Compendium available at <http://www.cdc.gov/hiv/pubs/HIVcompendium/HIVcompendium.htm> for behavior change models and describe which models they will employ to carry out an effective HIV prevention market.
- C.6 Describe how Proposer's affiliation or division of a mass media company will enhance the resources available for OAPP's social marketing campaign.
- C.7 Describe how Proposer will obtain marketing partners for the social marketing campaigns and how this will benefit the marketing campaigns.
- C.8 Describe how the Proposer will organize, host, and work with the Social Marketing Community Advisory Board (SMCAB).
- C.9 Proposer must submit a comprehensive evaluation plan consistent with goal three of *Appendix C, Statement of Work, Attachment 1*, that covers all aspects of goals one (1) and two (2).

2.9.6 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW) (Section D)

It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. Proposer understands and agrees that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, and any addenda thereto; and as further evidenced by proposer's authorized representative's signature and date on the "*Acceptance of Terms and*

Conditions Affirmation” form (please refer to Appendix E, Required Forms, Form 5) as submitted within proposer’s response to this RFP.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

2.9.7 Business Proposal Required Forms (Section E)

Include the following forms as provided in *Appendix E, Required Forms*. Complete, sign, and date all forms.

Form 7 Los Angeles County Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form. Attach Local SBE Certification Letter issued by Los Angeles County Office of Affirmative Action Compliance.

Note: Proposer must already be certified as a Local SBE prior to proposal submission to be eligible to request the proposal be considered for the Local SBE Preference.

Form 8 Certification of No Conflict of Interest

Form 9 Contractor Employee Jury Service Program - Certification Form and Application for Exception

Form 10 Proposer’s EEO Certification

Form 11 Familiarity with the County Lobbyist Ordinance Certification

Form 12 Attestation of Willingness to Consider GAIN/GROW Participants

Form 13 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. PART 76)

2.9.8 Required Form for Charitable Contributions Compliance (Section F):

Complete, sign and date the *Charitable Contributions Certification – Form 6* in *Appendix E*.

2.9.9 Additional Data (Section G):

Section G shall be entitled “Additional Data” and shall include pictorial material, brochures, and any other relevant documents to demonstrate proposer’s experience in developing, implementing, maintaining, and evaluating a marketing campaign.

Proposer shall especially provide promotional and other related material that will highlight experience with projects related to public sector interests.

2.10 Cost Proposal Format

The Cost Proposal consists of the fee for service component, *Appendix E, Required Forms, Form 2A*, as well as a cost reimbursement component, *Appendix E, Required Forms, Form 2B and Forms 2B-1 through 2B-4*). All forms must be completed carefully in accordance with the instructions provided below. Proposer must provide justification for all proposed costs at the level of detail requested in these instructions and demonstrate that the proposed costs are realistic and reasonable for a twelve (12) month period.

2.10.1 Fee For Service Form (2A):

This form must include:

- the fee per hour
- the number of hours
- the total amount requested
- a description of how the number of hours and the hourly fee rate were developed, including a list of the rate’s components. Examples of hourly fee components include creative, including production and printing; oversight of events/promotions; subcontract management; media relations; reporting and other administrative activities; indirect costs and oversight of partnership marketing.

Hourly fees should be based on industry standards to obtain fee uniformity among all media contractors. A minimum of 85% of the

hourly fee must be devoted strictly to program implementation and public relations.

2.10.2 Cost Reimbursement Forms (2B and 2B-1 through 2B-4)

The cost reimbursement forms include a budget summary form as well as budget justification forms. The budget justification forms include sections for short descriptive justifications for each budget line item. All proposed budget line items within each budget category should be included with a clear and complete description that explains:

- the purpose of each budget line item and how it is directly connected to the provision of service
- the dollar amount requested for the item and the methodology used to calculate the amount

Only those items not included in the hourly fee rate should be included in the cost reimbursement budget.

The budget category Operating Expenses (General) should include budget items such as media purchasing, collateral materials, non-traditional media, telecommunications, postage, printing, materials review activities, partnership marketing and direct marketing. Collateral materials and non-traditional media may include but are not limited to alternate forms of media, internet advertising and website maintenance, Webcasting and text messaging.

The budget category Operating Expenses (Travel) should include budget items such as mileage.

The budget category Operating Expenses (Facilities Operations) should include items such as rent, utilities and facility maintenance.

The budget category Other Costs (Consultant/Contractual) should include items such as consultants and subcontractors for any services not provided by Contractor.

Once the individual cost reimbursement forms (*Forms 2B-1 through 2B-4*) have been completed, the bottom line total of each form must be entered on the appropriate budget category line on *Form 2B - Budget Summary*.

The content and sequence of the proposal must be as follows:

- Cost Proposal shall be clearly labeled with the RFP title "**OFFICE OF AIDS PROGRAMS AND POLICY, RFP #2006-01 FOR HIV/AIDS SOCIAL MARKETING SERVICES**" and with the name of Proposer's organization on the front exterior
- *Fee For Service (Appendix E, Required Forms , Form 2A)*
- *Cost Reimbursement (Appendix E, Required Forms , Form 2B)*
- *Budget Justification for Operating Expenses (General Expense) (Appendix E, Required Forms , Form 2B-1)*
- *Budget Justification for Operating Expenses (Travel) (Appendix E, Required Forms , Form 2B-2)*
- *Budget Justification for Operating Expenses (Facilities Operations) (Appendix E, Required Forms , Form 2B-3)*
- *Budget Justification for Other Costs (Consultant/Contractual) (Appendix E, Required Forms , Form 2B-4)*
- *Certification of Independent Price Determination & Acknowledgement of RFP Restrictions (Appendix E, Required Forms , Form 3)*

2.11 Proposal Submission

- 2.11.1 The original Business Proposal and five (5) numbered copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

“BUSINESS PROPOSAL FOR RFP #2006-01: HIV/AIDS SOCIAL MARKETING SERVICES”

- 2.11.2 Two copies of the financial stability documentation must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words: **“FINANCIAL STABILITY FOR RFP #2006-01: HIV/AIDS SOCIAL MARKETING SERVICES”**
- 2.11.3 The original Cost Proposal and one (1) copy must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words: **“COST PROPOSAL FOR RFP #2006-01: HIV/AIDS SOCIAL MARKETING SERVICES”**

OAPP must receive the proposals absolutely no later than 4:00 P.M. (Pacific Time), Tuesday, October 17, 2006.

Proposal(s) shall be delivered or mailed to:

Office of AIDS Programs and Policy
Planning and Research Division
600 South Commonwealth Avenue, 2nd Floor
Los Angeles, California 90005
Attention: Susan Carlon, Solicitations Coordinator

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Sub-paragraph 2.3, RFP Timetable, will not be accepted and will be returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted. Please be advised that the Superior Court Building, where OAPP is located, has security screening that may cause delays when submitting proposals.

All proposals shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit proposals.

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on October 17, 2006.

Evaluation of the proposals will include a review by an External Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

3.2 Adherence to Minimum Requirements (Pass/Fail)

County shall review the *Proposer's Organization Questionnaire/Affidavit – Form 1 of Appendix E, Required Forms*, and determine if the Proposer meets the minimum requirements as outlined in Sub-paragraph 1.4 of this RFP.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

If County determines that Proposer has altered or modified any form or data provided on the forms, County in its sole discretion, may determine the Proposer's submittal as non-responsive and may not be evaluated.

3.3 Disqualification Review

A proposal may be disqualified from consideration because the County determined it was a non-responsive proposal at any time during the evaluation process. If the County determines that a proposal is disqualified due to non-responsiveness, the County shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

A Disqualification Review shall only be granted under the following circumstances:

1. The firm/person requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely; and,
3. The request for a Disqualification Review asserts that the department's determination of disqualification due to proposal non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the Department's determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 Business Proposal Evaluation and Criteria (80%)

All Proposals will be evaluated based on the criteria listed below. All proposals will receive a composite score and be ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The External Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

3.4.1 Proposer's Qualifications (50%)

Proposer's Background and Experience (20%)

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.

Proposer's References (10%)

Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the references provided, a review will include the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

Financial Capability (20%)

Evaluation of the Proposer's financial capability based on information provided in Section B.3 of the proposal.

3.4.2 Proposer's Approach To Providing Required Services (30%)

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section C of the proposal.

3.5 Cost Proposal Evaluation Criteria (20%)

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the Local SBE Preference, the cost component points will be determined as

follows:

Five percent (5%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

3.6 Intentionally Omitted

3.7 Department's Proposed Contractor Selection Review

3.7.1 Departmental Debriefing Process

Upon completion of the evaluation, and prior to entering negotiations with the selected Proposer, the Department shall notify the remaining Proposers in writing that the department is entering negotiations with another Proposer. Upon receipt of the letter, the Proposer may request a Debriefing within the time specified in the letter. A Debriefing will not be provided unless the request is made within the timeframe specified.

The purpose of the Debriefing is to compare the Proposer's response to the solicitation document with the evaluation document. The Proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other Proposers shall not be discussed.

If the Proposer is not satisfied with the results of the debriefing, it may, within five (5) business days of the debriefing, request a review on the grounds and in the manner set forth below for review of the department's recommendation for contract award.

3.7.2 Proposed Contractor Selection Review

The Proposer may submit a written request for a Proposed Contractor Selection Review if they assert that their proposal should have been determined to be the highest-scored proposal because of one of the following reasons:

- A. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - Failure to correctly apply the standards for reviewing the proposal format requirements.
 - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- B. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
- C. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- D. Another basis for review as provided by state or federal law.

Upon completing the Proposed Contractor Selection Review, the County shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. If the Proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

3.7.3 County Review Panel Process

If the Proposer is not in agreement with the results of the Department's Proposed Contractor Selection Review, the Proposer may submit a written request for a review by a County Review Panel.

Upon completion of the Panel's Review, the Panel will forward its report to the Department, which will provide a copy to the Proposer.

APPENDIX A

SAMPLE CONTRACT

**SAMPLE CONTRACT
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Contract No. _____

HIV/AIDS SOCIAL MARKETING SERVICES

THIS AGREEMENT is made and entered into this _____ day
of _____, 2006,
by and between COUNTY OF LOS ANGELES (hereafter "County"),
and _____
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places
upon County's Board of Supervisors the duty to preserve and protect the public's health;
and

WHEREAS, California Health and Safety Code Section 101000
requires County's Board of Supervisors to appoint a County Health Officer, who is also
the Director of County's Department of Public Health, to prevent the spread or
occurrence of contagious, infectious, or communicable diseases within the jurisdiction of
County; and

WHEREAS, County has established Office of AIDS Programs and
Policy (OAPP) under the administrative direction of County's Department of Public
Health (hereafter DPH); and

WHEREAS, County's OAPP is responsible for County's HIV/AIDS
programs and services; and

WHEREAS, the term "Director" as used herein refers to County's
Director of DPH or his/her authorized designee; and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide social marketing services described hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide social marketing services for compensation, as set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on _____ and shall continue in full force and effect through _____. County shall have the sole and exclusive option to extend the Contract term for an additional two (2) year period and six (6) month-to-month extensions (Renewal Option). In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. Immediately eliminate all new costs and expenses under this Agreement. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

B. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

C. Provide to County within thirty (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT

Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit(s) _____, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

During the period date of Board approval through _____, the maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Thousand Dollars (\$800,000.00) annually. Such maximum obligation is comprised Net County Cost (NCC), Centers for Disease Control and Prevention (CDC), Health Resources Services Administration (HRSA) and State funds. This sum represents the total maximum obligation of County as shown in Schedule _____, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy, Department of Public Health. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not

exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred

Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

5. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

6. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms

and conditions therein contained are part of this Agreement.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the Exhibits, Schedules and Attachments, attached hereto, the language in this Agreement shall govern and prevail, and the remaining Exhibits, Schedules and Attachments, shall govern and prevail in the following order:

Exhibit _____ and Attachments _____

Schedule _____

Exhibits _____

8. BILLING AND PAYMENT:

A. Contractor may bill County monthly, in arrears, with affidavits and tear sheets, for incurred reimbursable costs, which have been pre-approved by County. Invoices shall be submitted in triplicate on such forms as may be furnished or required by County. Such invoice shall detail actual reimbursable costs incurred by Contractor in accordance with the Schedule(s) attached hereto and incorporated herein by reference. Each invoice shall be approved and signed by the Contractor's duly authorized designee.

B. Original invoices shall be submitted directly to the County of Los Angeles, Public Health, Office of AIDS Programs and Policy, 600 S. Commonwealth Avenue, 6th Floor, Los Angeles, CA 90005, Attention: Financial Services; no later than thirty (30) working days after the end of each calendar month.

C. In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

D. Submission of Outstanding/Final Invoices and Non- Payment of Invoices: Upon expiration or prior termination of this Agreement, Contractor shall submit to County within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) to County within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

9. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedule(s) _____ , and the COST REIMBURSEMENT Paragraphs of this Agreement, attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

10. COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor and hourly fees in performing social marketing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of

time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the Schedule(s) attached hereto.

B. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within thirty (30) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Travel costs shall be reimbursed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required to claim

reimbursement for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the Exhibits attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the Exhibits, Schedules and Attachments attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the Exhibits of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

11. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, computer programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audiovisual (hereafter referred to as "Subject Data"), first produced or developed from work supported by County during the term of this Agreement. Additionally, County, State and federal government may use, duplicate, or

disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights: Subject only to the provisions of Subparagraph C below, the federal Government, State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

C. License to Copyrighted Data: In addition to the federal Government, State and County rights as provided in Subparagraph B above, with respect to any data which may be copyrighted, the Contractor agrees to and does hereby grant to the federal Government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for any State, County and federal Government purposes. Provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

12. PUBLIC OFFICIALS: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

13. ALTERATION OF TERMS: This Agreement, together with the Exhibits, Schedules, and Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether

by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

14. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the INSURANCE COVERAGE REQUIREMENTS Paragraph, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must

identify which required coverages are selfinsured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's selfinsurance program must be reviewed and approved by County prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Office of AIDS Programs and Policy, Financial Services Division, 600 South Commonwealth Avenue, Sixth Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs,

including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

16. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
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Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees, and relating to any actual or alleged infringement of any patent or copyright, or other rights of any third party.

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$2 Million

aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

17. FISCAL VIABILITY: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least 60 days at any point during the term of the contract.

18. CONTRACTOR'S OFFICES: Contractor's primary business offices is (are) located at _____. Contractor's primary business telephone number is (____)_____ and facsimile/FAX number is (____) _____. Contractor shall notify in writing County's Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

19. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in

payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

20. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

- To County:
1. Department of Public Health
313 North Figueroa Street
7th Floor
Los Angeles, California 90012
Attention: Chief Deputy
 2. Department of Public Health
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
6th Floor
Los Angeles, California 90005
Attention: Director
 3. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
6th Floor East
Los Angeles, California 90012
Attention: Division Chief

To Contractor:

Attention:

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Agreement to be subscribed by its

/

/

Director of Health Services, and Contractor has caused this Agreement
to be subscribed in its behalf by its duly authorized officer, the day, month, and year first
above written.

COUNTY OF LOS ANGELES

By

Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

By

Contractor

Signature

Printed Name

Title
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By
Cara O'Neill, Chief
Contracts & Grants

APPENDIX B

ADDITIONAL PROVISIONS

AddProv. w/FedDebar
Revised 06/06

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**ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT**

1. **ADMINISTRATION:** County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. **FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:**

A. **Form of Business Organization:** Contractor shall prepare and submit, to Office of AIDS Programs and Policy ("OAPP"), Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.
(2) Articles of Incorporation and by-laws.
(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. **Fiscal Disclosure:** Contractor shall prepare and submit to OAPP, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify OAPP in writing detailing such changes.

3. **NONDISCRIMINATION IN SERVICES:** Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Office of AIDS Programs and Policy's Director (hereafter collectively "OAPP Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

8. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

9. CLIENT/PATIENT ELIGIBILITY: If clients/patients are treated hereunder, client/patient eligibility for County's OAPP services shall be documented by Contractor. Contractor shall also document that all potential sources of payments to cover the costs of services hereunder have been identified and that Contractor or client/patient has attempted to obtain such payments. Contractor shall retain such documentation and allow County access to same in accordance with the RECORDS AND AUDITS Paragraph of this Agreement.

10. CLIENT/PATIENT FEES: Clients/patients treated hereunder shall be charged a fee by Contractor. In charging fees, Contractor shall take into consideration the client's/patient's ability to pay for services received. Contractor shall not withhold services because of the client's/patient's inability to pay for such services. In establishing fees, Contractor shall implement a client/patient fee determination system which has been reviewed and approved by the Director. Contractor shall exercise diligence in the billing and collection of client/patient fees.

11. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in

Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Public Health ("DPH") - OAPP, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH - OAPP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's workpapers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DPH - OAPP one (1) original and one (1) copy of an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within thirty (30) calendar days after such termination date to County's DPH - OAPP.

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or may make a final determination of amounts due to/from Contractor on the basis of the last monthly billing received.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the OAPP Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or

County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. **UNLAWFUL SOLICITATION:** Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

18. **PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:**

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegate or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegate or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent.

Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

19. **SUBCONTRACTING:**

A. For purposes of this Agreement, subcontracts shall be approved by County's OAPP Director or his/her authorized designee(s). Contractor's request to OAPP Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by OAPP Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to OAPP Director, a copy of the proposed subcontract instrument. With the OAPP Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

20. **BOARD OF DIRECTORS:** Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where

formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

21. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES:** Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of

services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS - OAPP at any time during the term of this Agreement

22. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, or directives.

23. KNOX-KEENE HEALTH CARE SERVICES REQUIREMENTS: Contractor shall maintain all applicable books and records regarding services rendered to members of the County of Los Angeles Community Health Plan ("CHP") for a period of five (5)

years from the expiration or earlier termination of this Agreement.

During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable times upon demand, Contractor's books and records relating to: (1) the provision of health care services to CHP members; (2) the costs thereof; (3) co-payments received by Contractor from CHP members, if any; and (4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan

Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

Upon expiration or earlier termination of this Agreement, County shall be liable for payment of covered services rendered by Contractor to a CHP member, who retains eligibility either under the applicable CHP agreement or by operation of law, and who remains under the care of Contractor at the time of such expiration or earlier termination until the services being rendered to the CHP member by Contractor are completed or County makes reasonable and medically appropriate provisions for the assumption of such services.

24. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

25. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this

Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact OAPP, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

26. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

27. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

28. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's OAPP Director. Contractor shall provide the above set forth required information to County's OAPP Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

29. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

30. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", attached hereto and incorporated herein by reference.

31. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services

C. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR CONVENIENCE: This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

1. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

2. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

3. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

4. Provide to County's OAPP within forty-five (45) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

A. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

34. **TERMINATION FOR IMPROPER CONSIDERATION:** County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

35. **PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:** Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. **NOTICE OF DELAYS:** Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

37. **AUTHORIZATION WARRANTY:** Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

38. **CONSTRUCTION:** To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

39. **WAIVER:** No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

40. **SEVERABILITY:** If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

41. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

42. **JURISDICTION AND VENUE:** Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

43. **RESOLICITATION OF BIDS OR PROPOSALS:** Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for

bids or request for proposals by virtue of its present status as Contractor.

44. **NON-EXCLUSIVITY:** Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

45. **CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:** Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

46. **COUNTY'S QUALITY ASSURANCE PLAN:** County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

47. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:** Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act {(42 USC Section 653a)} and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

48. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:** Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47 "CONTRACTOR'S CHILD WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM", shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

49. **CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:** Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

50. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:** Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

51. **CONTRACTOR RESPONSIBILITY AND DEBARMENT:**

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided under the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adapt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to subcontractors and subconsultants of County Contractors.

52. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 F.C.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

53. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

54. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

55. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

56. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have

and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

57. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth herein and is also available on the Internet at www.babysafela.org for printing purposes.

59. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

Copy shall be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

APPENDIX C

STATEMENT OF WORK

STATEMENT OF WORK

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APPENDIX C

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide County social marketing services and perform the duties as described in this Exhibit herein below and in Attachments attached hereto and incorporated herein by reference. Contractor shall be responsible for the proper performance of any subcontractor(s) and any payments(s) to such subcontractor(s) for the services of work hereunder and shall require subcontractor(s) to comply with this Contract.

2.0 ADDITION/DELETION OF SPECIFIC TASKS

County reserves the right to add/delete specific tasks throughout the term of this Contract. Contractor shall be notified of any additions, deletions or changes to the Statement of Work.

3.0 APPROVAL OF WORK

All publication items, goods, services, and other work provided by Contractor under this Agreement must have the written approval of the County Contract Manager prior to the commencement of work on the project. In no event shall County be liable or responsible for payment of services absent the County Contract Manager's prior written approval.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

4.1 Personnel

Specific duties will include:

- 4.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Contract, Paragraph 14, Alteration of Terms.

CONTRACTOR

- 4.2 Contractor will obtain releases, licenses, permits, and other authorizations to use photographs and other copyrighted materials belonging to third parties obtained by Contractor for use in performing services for County.
- 4.3 Contractor will follow County's instructions, as specified in the Public Announcements, Literature, Paragraph 14, Additional Provisions, regarding the lawful and proper use of designations of County's patents, trade names, trademarks and copyrights. Contractor will endeavor to guard against loss to County as a result of failure of third parties to properly execute their commitments.
- 4.4 Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 4.5 County shall reimburse Contractor for any materials or services which Contractor has committed to purchase for County's account, with County's pre-approval, in accordance with the provisions of this Agreement. Upon payment, Contractor shall transfer, assign and make available to, County all property and materials in Contractor's possession and control belonging to County.
- 4.6 **Contractor's Contract Manager**
 - 4.6.1 Contractor shall provide a full-time Contract Manager or designated alternate. County must have access to the Contract Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Contract Manager may be reached on a twenty-four (24) hour per day basis.
 - 4.6.2 Contract Manager shall act as a central point of contact with the County.
 - 4.6.3 Contract Manager shall have a minimum of five (5) years of documented experience providing marketing agency developing, executing, and fulfilling integrated strategic outreach and educational campaigns.
 - 4.6.4 Contract Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the

Contract. Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

4.7 Personnel

- 4.7.1 Contractor staff shall designate a Contract Manager within thirty (30) calendar days of the Agreement.
- 4.7.2 Hourly rates for assigned personnel under this Agreement will be reimbursed by County at no more than industry standards, as approved by County.
- 4.7.3 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

4.8 Approval of Contractor's Staff

- 4.8.1 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Manager.
- 4.8.2 Contractor shall remove and replace personnel performing services under this Contract at the request of the County.

4.9 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

4.10 Training

Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

4.11 Contractor's Office

Contractor shall maintain an office within Los Angeles County and a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to

inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

5.0 HOURS/DAYS OF WORK

5.1 The Contractor shall be required to provide services on an as-needed basis seven (7) days a week. Hours can be negotiated per project.

5.2 The Contractor is not required to, but may be asked to provide services on the following County recognized holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

6.0 SPECIFIC WORK REQUIREMENTS

Contractor shall provide County with services outlined and described below:

6.1 Scope of Work

In a satisfactorily and proper manner determined by County, Contractor shall perform functions and services to achieve the objectives outlined in Statement of Work, Attachment 1, attached hereto and incorporated herein by reference.

6.2 Contract Objectives

In a satisfactorily and proper manner as determined by County, Contractor shall perform functions and services to achieve the following objectives:

- 6.2.1 To reduce the spread of HIV infection, reduce the incidence of AIDS, identify newly HIV infected individuals currently unaware of their status, to promote linkage to care services for infected individuals and to promote the availability of the AIDS Drug Assistance Program.

6.3 Statement of Work

The goals and objectives outlined in Paragraph 6.0 of this Exhibit shall be implemented as follows:

- 6.3.1 Contractor shall apply proprietary research information to develop a strategy for media relations which includes understanding of the cultural diversity of Los Angeles County, recognizing geographic location influences in developing media messages, developing reporter stories where appropriate in lieu of paid advertisement to carry a “third party” endorsement, and forming partnerships with key media firms, organizations and other high profile entities to leverage dollars, as well as to increase impact and positively impact desired outcomes.
- 6.3.2 Contractor shall be responsible for development of Program “branding”, mass media promotional efforts including special events to generate public discussion of HIV/AIDS messages. In addition to developing and placing advertisements, contractor shall generate free editorial coverage and news stories in local newspapers, magazines and newsletters, Internet newsletters, and book interviews with appropriate radio and television talk show interviews.
- 6.3.3 Contractor shall also utilize, to the extent possible, network contacts for on-site promotions featuring celebrities, sports stars, etc. (e.g., personal testimonials of how HIV has affected them personally) and corporate sponsorships.
- 6.3.4 Create and place branded DHS approved advertisements for placement via such media as, but not limited to, television, radio, newspaper, and other print media.

- 6.3.5 Purchase time or space in media outlets.
- 6.3.6 Create and distribute collateral materials, i.e., brochures and pamphlets, that are promotional in nature.
- 6.3.7 Obtain and distribute incentive materials in accordance with the Statement of Work.
- 6.3.8 Conduct special projects, (e.g., news conference, highly visible community events) that promote community awareness of HIV and AIDS and the prevention of HIV infection and treatment for those infected.

6.4 Compensation

- 6.4.1 Prior to the commencement of any services hereunder, Contractor shall provide County with a detailed cost estimated for the project for County approval (Refer to Statement of Work, 3.0 Approval of Work).
- 6.4.2 Compensation will follow standard industry practices:
 - 6.4.2.1 Contractor will be compensated by the standard 15% commission on advertisement buys placed by the Contractor. In cases where media purchased is non-commissionable, agency will bill County at the non-commissionable rate competitively bid and final negotiated rate but no more than 15%.
 - 6.4.2.2 Contractor and subcontractor performing services will be compensated at an hourly rate agreed upon by the County based on pre-approved time allotments for each project.
 - 6.4.2.3 Contractor will be compensated at an hourly rate, agreed upon by the County for its efforts toward overall coordination of the Social Marketing Community Advisory Board.
 - 6.4.2.4 County must pre-approve production costs and must be billed at cost plus the competitively bid and final negotiated rate but no more than 15%

6.4.3 Placement of Advertising

All purchases on behalf of County concerning either the production or placement of advertising or performance of other related services will be made only upon specific written pre-approval of the County. For repeat advertisements requiring minor changes, County shall be billed only for actual time and charges necessary to revise the advertisement.

6.4.4 Compensation for any services that County desires Contractor to perform that are not otherwise described in this Exhibit shall be determined in advance and agreed upon in writing prior to commencement of the services.

6.5 Location of Services

This is a Countywide project primarily targeting Men who Have Sex with Men (MSM), Men who Have Sex with Men and Women (MSM/W) and their female sex partners, Women at Sexual Risk (WSR), non-injection users (i.e. crystal methamphetamine, crack) and with a particular emphasis on persons of color.

6.6 Contractual Agreements

Contractor shall adhere to the Additional Provisions, Paragraph 19, Subcontracting, of this Agreement for all subcontractors entered into for the provision of services under this Agreement. The proposed subcontract instrument must include, but is not limited to the name of the subcontractor, period of performance, description of activities, evaluation mechanism, and itemized budget. Contractor shall submit a copy of any proposed subcontracts as applicable within sixty (60) calendar days of the date of the Agreement, for OAPP's Director or his/her authorized designee's approval.

6.7 Consultants Agreement

Contractor shall provide County with copies of consultant agreements for consultations to be paid under this Agreement is for the provision of services under this Agreement. Contractor must submit a copy of the proposed agreement within forty-five (45) calendar days to County

Contract Manager for approval. The use of consultants must be clearly defined in the Scope of Work if applicable, the proposed agreement must include, but is not limited to the name of the consultant, organizational affiliation, the number of days of consultation, expected rate of compensation, and justification for consultation charges. Consultants charges will be negotiated in advance with County Contract Manager.

6.8 Contractor Warranties

Contractor represents, warrants and agrees:

- 6.8.1 That Contractor is in good financial standing will remain so until the subject materials or services are completed and delivered; and Contractor has the power and authority to execute this Agreement.
- 6.8.2 That the subject materials shall not violate or infringe any copyright (whether literary, dramatic, musical, or otherwise), patent trademark, trade name or contract property or personal right, or right of privacy or other right of any person, or constitute an act of unfair competition, or a libel or slander of any person.
- 6.8.3 That there are and will be no claims, liens, encumbrances or rights in or to the subject materials or any part thereof which can or will impair County's rights thereunder.
- 6.8.4 That Contractor has not granted or assigned, and will not grant or assign to any person or entity other than County, any right, title, or interest in or to the subject materials.
- 6.8.5 That Contractor shall complete performance of services required under this Agreement within the terms of this Agreement.

6.9 Billing and Payment Procedures

Subject to the provisions of Paragraph 8, Billing and Payment, of this Agreement, County shall compensate Contractor for performing services hereunder in the following manner.

6.9.1 Print Media

Contractor shall invoice County for print media and include the following, as applicable: date(s) of advertisement placement, type of advertisement (classified, display etc.), publisher and

advertisement title, number of times the advertisement was placed, the number of lines of the advertisement, rate and commission or any other charges, if applicable. Contractor must submit two (2) copies of publication tear sheets along with triplicate copies of all invoices.

6.9.2 Audio Visual/Other Billing

Contractor shall submit verification for the purchase of television or cable commercials air time and radio spots with a schedule of costs, dates and times to be aired or announced within one (1) month prior to air date and include appropriate invoice(s). Contractor is compensated by commission paid by the television or radio stations at no additional cost to County.

6.9.3 Out-of-Home Media

Contractor shall submit an out-of-home media plan which details the daily effective count, reach, frequency, gross rating points, cost per thousand (CPM). Contractor shall be paid by commission at industry standards by vendors at no additional cost to County.

6.9.4 Media Relations

Contractor shall provide for media relations (publicity) for social marketing efforts throughout the year. Compensation shall be based on hourly fees paid by County. Hourly fees cannot exceed the prescribed budget amount. A return on investment (ROI) report shall be generated on a per project basis detailing the circulation/reach total dollar value, and total marketing impact.

6.9.5 Non-Traditional Advertising

Contractor shall pay all vendors who provide non-traditional advertising in conjunction with the social marketing efforts. Contractor shall submit copies of vendor invoices along with invoice. Where appropriate Contractor shall be compensated by commission paid by non-traditional advertising agencies. In the

event there is no commission, County will reimburse costs, plus 15%.

6.9.6 Event Marketing

Contractor shall submit copies of invoices from all vendors who provide event marketing services in conjunction with social marketing efforts. Where appropriate Contractor shall be compensated by commission paid by vendor. In the event there is no Commission Contractor shall be compensated through fees as allowed by the fee schedule.

6.9.7 Collateral Materials and Incentives

Contractor will be reimbursed for the cost of collateral materials and incentives on the basis of costs and fees in accordance with the fee schedule.

6.9.8 Creative Materials

Contractor will be compensated through fees for service in accordance with the fee schedule.

6.10 Reporting

Contractor shall submit a quarterly report summarizing Contractor's prior three (3) months performance of duties and activities performed under this Agreement to County Contract Manager. The reports shall be provided no later than March 1, June 30, September 30, and December 30 of each year. Additional information may be requested to assist County to respond to funding agency requests for information.

7.0 GUIDELINES ON MATERIALS REVIEW BY TARGET AUDIENCE MEMBERS

7.1 It is important that select marketing materials receive a thorough review by targeted audiences prior to final developmental approval and mass production of materials. Intrinsic to a thorough review of materials includes utilizing such research methods as, but not limited to, focus groups with target audience members, key opinion-leader interviews, target audience member interviews and other population-level survey methods.

It is standard marketing industry procedure to compensate persons who review marketing materials. Contractor will compensate individuals who participate in the review of marketing materials as appropriate.

The following guidelines will be adhered to in the compensation of individuals:

- 7.1.1 Compensation is given by Contractor directly to reviewers for the review of concept materials on an as-needed basis at the request of County Contract Manager;
- 7.1.2 Participation as a reviewer is limited to one project per a twelve (12) month period;
- 7.1.3 Materials review is done as requested by the County Contract Manager on an as-needed basis and as approved by County Contract Manager. County has issued the following guidelines to ensure compensation is handled properly:
 - 7.1.3.1 Rules, regulations, and qualifications must be clearly defined before the activity begins.
 - 7.1.3.2 Materials Review participants are required to complete a form that lists their name, date of birth, and social security or state identification number. This information will then be entered into a database for documentation and verification of award status.
 - 7.1.3.3 To ensure no favoritism is given through compensation, awardees may not be related to the person or persons conducting or organizing the focus groups.
 - 7.1.3.4 Contractor will provide a written report summarizing findings from the materials review process within fifteen (15) days of the last materials review activity

7.2 Promotional Materials

Consistent with the Statement of Work, promotional items with HIV prevention, treatment or care marketing theme will be provided to

individuals to encourage them to participate in special screening programs. There is no requirement that the person test for HIV. As such, t-shirts, water bottles, baseball caps, key chains and other low cost materials may be purchased upon approval of County Contract manager for distribution during special initiatives. The purpose of promotional items is to increase awareness of HIV and AIDS and to foster community discussion of this issue and influence community norms so that discussing HIV is more widely accepted.

7.3 Recognition Awards

Certificates and/or plaques and cash prizes may be given to acknowledge participation in, and or, winning HIV prevention, treatment or care services art, writing, or other contests designed to increase community awareness and discussion of HIV prevention, treatment and care services.

8.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Manager for review. The plan shall include, but may not be limited to the following:

- 8.1 Method of monitoring to ensure that Contract requirements are being met;
- 8.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

9.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Additional Provisions, Paragraph 46, County's Quality Assurance Plan.

9.1 Meetings

Contractor shall meet with the County Contract Manager at a minimum monthly, or as determined by the County. Failure to attend these mandatory meetings will cause an assessment of one hundred dollars (\$100.00) per occurrence.

9.2 Contract Discrepancy Report (Technical Exhibit 1)

Verbal notification of a Contract discrepancy will be made to the County Contract Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Manager within ten (10) workdays.

9.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements

of this Contract, the County will have the option to apply the following nonperformance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Additional Provisions, Paragraph 33, Termination for Convenience.

Specific Work Requirements – Goal 1

Contract Start Date _____

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: To implement a twelve (12) month campaign utilizing an integrated, strategic approach designed to reach persons at risk for HIV infection in accordance with the behavioral risk groups identified in the 2004 – 2008 Los Angeles County HIV Prevention Plan with an emphasis on gay and bisexual men of color who have sex with men (MSM) and men who have sex with men and also have sex with women (MSM/W), but do not consider themselves to be gay or bisexual, their female sexual partners (WSR) and non-injection drug users, with particular emphasis on persons of color, to encourage them to know their risks for HIV, test and obtain treatment and AIDS Drug Assistance Program services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. Design an integrated plan that achieves Goal Number One (1) for twelve (12) consecutive months.	1.1 Contractor must develop a report detailing each marketing approach including, but not limited to: partnerships, sponsorships, advertising, media relations, creative services, product placement, music marketing, and cause related marketing along with a timeline that details the stages of campaign development including, but not limited to: materials approval, event arrangements, publicity efforts, campaign implementation, evaluation activities, design, development, production, documentation, and archiving of materials. Timeline must include specific campaigns including, but not limited to HIV Testing Week and World AIDS Day. This must be submitted to County Program Manager for approval and shall be incorporated into the Statement of Work when approved. This plan must be presented to the Social Marketing Community Advisory Board (SMCAB) at the beginning of the plan year.	By end of second month of contract period	1.1 A hard and electronic copy of the report and timeline must be provided to County Program Manager and maintained on file by the Contractor. Contractor must maintain County Program Manager's written approval on file authorizing the approved timeline. Contractor attendance shall be monitored at SMCAB meetings via sign-in sheets and an electronic version of the presentation made to SMCAB must be submitted to County Program Manager.
	1.2 Contractor's creative talent must handle materials development, including, but not limited to a media plan for traditional and other, unique non-traditional direct marketing initiatives. This must include the creation of collateral and incentive materials concept, production and distribution through different outlets. All materials must be field tested through focus groups and interviews or other industry standards and County Program Manager must approve prior to implementation.	By end of third month of contract period	1.2 Copies of all draft materials must be kept on file with Contractor and must be submitted along with the final copy to County Program Manager. Contractor must maintain the County Program Manager's written approval on file authorizing the approved final materials. Submission for ad copy is hard and electronic copy. Electronic copy must be in the form of JPEGs or GIF for all materials used. Framed copies of all posters and materials will be provided by the Contractor to County at the end of each campaign. County owns final product and is entitled to use or share the materials at its discretion.

Appendix C
Statement of Work – Attachment 1

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	1.3 Contractor must develop a written strategy for all traditional marketing outlets including, but not limited to radio, TV, cable, print or other out-of-home, for all activities designed to reach the target audience. Contractor must utilize County data as well as proprietary Contractor data to design the strategy. Detail shall include, but is not limited to, describing the total dollar amount for each form of media and for each specific spot or ad, deadlines for materials submission in order to reserve space, the circulation or audience, specific times for radio or cable spots and run date and ad location for print publications, number of issues to be published and the cost per publication or ad spot. County Program Manager must approve of the plan prior to implementation.	By end of third month of contract period	1.3 The strategic marketing plan must be kept on file by Contractor and submitted in electronic and hardcopy format to County Program Manager upon completion. Electronic submission can be in the form of PDF file. Contractor must maintain the written approval on file authorizing the approved final materials.
	1.4 Contractor must develop a written strategy for all unique, new non-traditional direct marketing plans. Contractor must utilize County data as well as proprietary Contractor data to design the strategy. Contractor must include data that quantifies the costs and benefits for all non-traditional marketing. County Program Manager must approve of the plan prior to implementation.	By end of third month of contract period	1.4 The written strategy must be kept on file by Contractor and submitted in electronic and hardcopy format to County Program Manager upon completion. Contractor must keep County Program Manager's written approval on file.
	1.5 Contractor must develop a partnership-marketing plan that extends throughout the entire calendar year including, but not limited to incentives, promotional items, collateral materials and their distribution for any campaign that will use the brand of the County campaign. County Program Manager must approve of the plan prior to implementation.	By end of third month of contract period	1.5 The partnership-marketing plan must be kept on file by Contractor and submitted in electronic and hard copy format to County Program Manager. Electronic submission can be in the form of PDF file, except images which should be in JPG or GIF format. Contractor must keep County Program Manager's written approval on file. All collateral materials must be kept on file by Contractor and County.
	1.6 Contractor must arrange for design, layout, printing and distribution, as needed, of materials designed to illustrate the work of, or promote the services provided by County with regard to HIV prevention, treatment and care services on an as needed basis. This may include, but is not limited to t-shirts, posters, and wristbands. All materials require the approval of the County Program Manager.	Ongoing	1.6 Printed materials must be kept on file by Contractor and submitted in electronic and hard copy format to County Program Manager. Electronic submission can be in the form of JPG or GIF file. All collateral materials must be kept on file by Contractor and County.
1A. 30% of the total cost of the materials and efforts towards goal one should be in Spanish.	1A.1 Contractor must translate materials and submit to County Program Manager for approval. Summarize percentage of cost incurred for Spanish materials.	Ongoing	1A.1 This must be included in the approved strategic marketing plan provided to County Program Manager. Copies of all materials in Spanish or any other language must be provided to County Program Manager in GIF or JPEG format. Contractor must keep County's written approval regarding translation.

Appendix C
Statement of Work – Attachment 1

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1B. Members of targeted BRGs will have an 85% likelihood of hearing, seeing or being exposed to the campaign.	1B.1 Contractor must list the appropriate industry standard indicators of campaign effectiveness such as, but not limited to, the daily effective count, the reach, frequency, gross rating points, cost per measure. Contractor must provide an estimate of the number of residents who will be exposed to the campaign based on the strategic approach plan. Failure to comply with these requirements shall result in an assessment of up to 10% deduction of the total quarterly invoice.	By end of contracting period	1B.1 This must be included in the approved strategic marketing plan provided to County Program Manager.
2. Implementation of the strategic approach.	2.1 Contractor must comply with the requirements of objective one and placement of advertisements, promotions, or incentives with approved outlets.	Ongoing	2.1 Contractor must obtain two (2) newsprint copies for print ads. A return on investment report must be provided in hard copy and electronically detailing the implementation of the campaigns. Other reports may be requested in writing as needed by County Program Manager.
2A. Provide County with an invoice requesting reimbursement of expenditures.	2A.1 Contractor must detail all charges for the marketing approach for each campaign. Quantify what services are provided by Contractor on behalf of County. For example, an out-of-home media campaign would the number of bulletins purchased on behalf of County. Similarly, an ad cable buy would list the number of ads obtained detailed by outlets. Contractor must submit copies of all original vendor receipts. No commission greater than the industry standard 15% should be earned. Where the commission is not earned the fee cannot be greater than the competitively bid and final negotiated rate of the cost to Contractor for the service. Print advertisements must be submitted with two (2) copies of the publication. Invoices must be submitted in triplicate. Failure to follow instructions or submission of supporting documentation may result in a denial of reimbursement.	Ongoing	2A.1 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.
2B. Provide a monthly statement to County.	2B.1 Contractor's monthly statement must list invoices by number with a short detailed description, and charge. Monthly statement must total the amount of unpaid invoices.	Ongoing	2B.1 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.
	2B.2 Contractor's monthly statements must indicate invoices that have been paid since the last statement.	Ongoing	2B.2 A copy of each invoice and all documentation must be kept on file by Contractor and must be submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.
3. Prepare a final report on all activities.	3.1 Contractor must provide County Program Manager the final report listing all activities on behalf of County. Report must include details and a summary of all costs incurred and campaign outcomes.	By end of contract period	3.1 A copy of the report must be kept on file by Contractor and County.
3A. A summary of the strategic plan shall be submitted to County with the final report.	3A.1 Contractor's summary must include the listing of all forms of media used and the industry standard appropriate indicators with the total costs and value.	By end of contract period	3A.1 The final strategic marketing plan must be submitted with the final report electronically along with hard copy to County Program Manager.

Specific Work Requirements – Goal 2

Contract Start Date _____

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 2: To raise awareness of HIV prevention, treatment, education and care services and to promote local activities for National Latino AIDS Awareness Day, the commemoration of World AIDS Day, and during HIV Counseling and Testing Week, National Black HIV/AIDS Awareness Day and other events as requested, through an integrated strategy of various marketing approaches. All materials and media should be at a minimum in English and Spanish with other languages developed upon request.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. Implementation of an integrated approach with different strategic approaches designed to maximize participation in, and coverage of, community events.	1.1 Contractor must develop a plan to promote events to raise awareness to accomplish Goal No. 2. Plan must include each strategic approach and detailed analysis describing benefits, commitments, terms, conditions, price, cost-analysis and value. All partnerships and promotions must be approved in advance by County Program Manager. Upon approval by County Program Manager, plan shall be presented to the SMCAB.	Ongoing	1.1 List of corporate partners for different events. Partnership report must be kept on file by Contractor and submitted to County Program Manager in an electronic form (pdf) along with a hardcopy. Contractor attendance at SMCAB meetings must be recorded and kept on file by Contractor and County.
	1.2 Contractor must handle all aspects of media relations designed to raise awareness, including, but not limited to developing a calendar of events, media advisory, media interview advisory, news (press) releases and public service announcements (PSAs), posters, branded give-aways, and collateral materials for each event. All materials must be submitted to County Program Manager for approval prior to distribution.	Ongoing	1.2 List of interviews, featured stories, calendar listings, collateral materials, and promo spots must be kept on file and submitted to County Program Manager no later than 06/30/06. All documents developed on behalf of County must be submitted with the final report to County Program Manager.
	1.2.1 Contractor must distribute wires, releases, advisories and PSAs as needed.	Ongoing	1.2.1 A complete list of wires, releases, advisories and PSAs must be kept on file by Contractor and submitted with final report to County Program Manager.
	1.2.2 Contractor must schedule interviews and maintain a list of interviews, locations, outlet, dates, and times.	Ongoing	1.2.2 A complete list must be kept on file and number of participants reported in the final report to County Program Manager.
	1.2.3 Contractor must obtain copies of all interviews by transcript, tape, or video and submit to County Program Manager.	Ongoing	1.2.3 Transcripts or copies of all articles must be kept by Contractor on file and sent to County Program Manager with the final report.
	1.3 Contractor must provide promotional and incentives items designed to raise awareness of media and community members of the opportunities for prevention, treatment, education and care services during County sponsored events. All items must be approved by County Program Manager prior to order or distribution.	Ongoing	1.3 A complete record of promotional items distributed must be maintained and examples of each item must be provided to County Program Manager prior to distribution. County Program Manager's approval must be kept on file by Contractor.

Appendix C
Statement of Work – Attachment 1

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1A. A minimum of 55% of the target audience will be exposed to the campaign through strategic marketing approaches for National Latino AIDS Awareness Day.	1A.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 11/15/06	1A.1 A return on investment (ROI) report must be submitted to County Program Manager with the final report. This must include an aggregate circulation/reach total.
1B. A minimum of 85% of targeted BRGs will be exposed to the campaign through the strategic marketing approaches for World AIDS Day.	1B.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 01/15/07	1B.1 A ROI report must be submitted to County Program Manager with the final report. This must include an aggregate circulation/reach total.
1C. A minimum of 85% of targeted BRGs will be exposed to the campaign message through the strategic marketing approaches utilized for HIV Testing Week.	1C.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By end of contract period	1C.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was determined.
1D. A minimum of 55% of the target audience will be exposed to the campaign through strategic marketing approaches for National Black HIV/AIDS Awareness Day.	1D.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	BY 01/15/07	1D.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was determined.
1E. All events provided on behalf of County with penetration into the target audience negotiated at the time of the request to provide support or provide an event.	1E.1 Contractor must compile a summary of all events and all marketing efforts to support or promote the event(s) and submit to County Program Manager.	Ongoing	1E.1 An ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definition of how this was calculated.
1F. By 12/31/06, the total marketing value of all campaign will exceed \$1,500,000.	1F.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	Ongoing	1F.1 A ROI report must be submitted to County Program Manager with the final report. This must include the aggregate total value and an explanation of how this was determined.
1G. By 06/30/07, the total marketing value of the strategic marketing campaign will exceed \$3,000,000.	1G.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	Ongoing	1G.1 A ROI report must be submitted to County Program Manager with the final report. This must include the aggregate total value and an explanation of how this was determined.
1H. Partnership marketing will increase the value of the campaign by an amount that is four times any cost of partnership to County.	1H.1 Contractor must use standard marketing indicators of effectiveness to determine the total marketing value of the partnerships and submit to County Program Manager.	Ongoing	1H.1 A ROI report must be submitted to County Program Manager with the final report. This must include the aggregate total value and an explanation of how this was determined.

Specific Work Requirements – Goal 3

Contract Start Date _____

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 3: To evaluate all aspects of the campaign based on industry standards and negotiated outcome indicators and to produce a final report that summarizes findings and makes recommendations for the improvement of services.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. An evaluation plan shall be created and implemented.	1.1 Contractor must work with SMCAB to develop an evaluation plan to cover all aspects of the annual campaign development and implementation. Plan must be approved by County Program Manager.	By end of second month of contract	1.1 Copy of the evaluation plan shall be kept on file by Contractor and reviewed by County Program Manager. Contractor attendance must be recorded via sign-in sheets and maintained on file at County.
	1.2 Contractor must provide evaluation services throughout the campaign and post-campaign after approval by County Program Manager.	Ongoing	1.2 Monthly reports shall be kept on file by Contractor and submitted to County Program Manager for review and comment.
1A. A quarterly report must be provided.	1A.1 Contractor must develop a quarterly report format and forward to County Program Manager for approval.	Ongoing	1A.1 A copy of the approved quarterly report must be kept on file by Contractor and submitted electronically to County Program.
1B. A quarterly invoice shall be provided.	1B.1 Contractor must submit a quarterly invoice that must include copies of receipts for expenses incurred and list the gross and net charges for commissions earned..	Ongoing	1B.1 This is to be included in the approved strategic marketing plan provided to County Program Manager.
2. Final Report	2.1 Contractor must submit a semi-annual and final report that compiles and summarizes evaluation activities and measures outcomes for the campaign.	By 03/1/07 and 08/15/07	2.1 A copy of the final report shall be kept on file by Contractor and reviewed by County Program Manager.
	2.1.1 Contractor must submit semi-annual and final reports to SMCAB members and a minimum of two presentations per year must be provided by Contractor.	Ongoing	2.1.1 Copies of the report must be kept on file by County and Contractor. A record of the SMCAB agenda must be kept on file at County.

RETURN ON INVESTMENT REPORT (ROI)

In Home Media and Media Relations (Publicity)

Total Circulation / Viewership	Total Dollar Value	Total Marketing Impact

Out of Home Media Report

DEC	Reach	Frequency	GRPs	CPM

Definitions of Social Marketing Terms

Term	Definition
DEC	Daily effective circulation is the number of persons within a 24-hour period who have a reasonable opportunity to view a particular out-of-home advertising structure.
Reach	The percentage of the target audience who sees a message over the life of a campaign.
Frequency	The number of times the target audience is exposed to the message.
GRP	Gross rating point is the percentage of the target audience reached on a daily basis. Example: 1 GRP is equal to 1% of the target audience, (It is appropriate to add up the GRPs per media for a campaign total.)
CPM	Cost per thousand (M is Roman numeral for thousand) the cost for every thousand circulation.

Annual Calendar of Social Marketing Campaigns and Events

Event	Day of Event	Occurrence	Campaign Period
National Black HIV/AIDS Awareness Day (NBHAAD)	February 7	Annual	Jan 15 through February 28
HIV Testing Week	June 27 ¹	Annual	May through July
National Latino AIDS Awareness Day (NLAAD)	October 15	Annual	October
World AIDS Day	December 1	Annual	November, December

¹ Observed as a week-long series of HIV testing events, organized by OAPP and its HIV prevention community partners. Exact dates of week are determined annually.

APPENDIX D

RFP TECHNICAL EXHIBITS

TECHNICAL EXHIBITS

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TECHNICAL EXHIBIT 1 CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS:_____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

Signature of County Representative

Date

COUNTY ACTIONS:_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraphs , Insurance	Maintain required insurance policies	Receipt and review of insurance information	\$100 per day late; Contract termination at County's option
Additional Provisions - Paragraph 19 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 4.8.2 – Contractor	Contractor shall notify the County in writing of any change in name or address of the Contractor's Contract Manager	Inspection & Observation	\$50 per occurrence
SOW: Sub-paragraph 6.7 – Consultants Agreement	Contractor shall obtain County's written approval prior to using consultants	Inspection & Observation	\$100 per occurrence
SOW: Sub-paragraph 9.1 - Meetings	Contractor's Contract Manager and/or designee to attend meetings as requested by County	Attendance	\$100 per occurrence
SOW: Sub-paragraph 9.2 - Contract Discrepancy Report	Contractor shall respond to County in writing within five (5) workdays	Receipt and review of Contractor's response	\$100 per day late
SOW – Attachment 1: Goal No. 1: Section 1B	Contractor must list the appropriate industry standard indicators of campaign effectiveness such as, but not limited to, the daily effective count, the reach, frequency, gross rating points, cost per measure. Contractor must provide an estimate of the number of residents who will be exposed to the campaign based on the strategic approach plan.	Receipt and review of information	10% deduction of total quarterly invoice

APPENDIX E

REQUIRED FORMS

REQUIRED FORMS
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Form 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 3

Proposer Name: _____

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name

State

Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

Name

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name

County of Registration

Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ☐ Yes ☐ No

If yes, please complete information below.

Name of parent firm

State of incorporation or registration of parent firm

5. Please list any other names your firm has done business as within the last five (5) years.

Name

Year of Name Change

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 2 of 3

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name.
If not applicable, so indicate below.
7. Indicate if your firm intends to perform the Contract as a single Proposer. ☐ **Yes** ☐ **No**
If no, please explain.
8. Indicate if your firm will bear sole and complete responsibility for all work as defined in Appendix B, Statement of Work. ☐ **Yes** ☐ **No**
If no, please explain.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.1 Proposer is incorporated as a subsidiary, division, or affiliate of a mass media company with significant ownership of most forms of media.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.2 Minimum of five (5) years experience marketing, sales, promotional services and partnership marketing.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.3 Project manager with five (5) years of documented experience in a fulltime capacity in full-service marketing agency developing, executing, and fulfilling integrated strategic outreach and educational campaigns.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.4 Office located within Los Angeles County.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.5 Agrees to use proprietary information to develop a media plan.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.6 Attended the Mandatory Proposers Conference.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.7 *Appendix F - Intent to Apply* form was submitted by the submission deadline.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.8 Willingness to consider hiring GAIN/GROW participants.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.9 Certifies intent to comply with County's Jury Service Program.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.10 Complies with all insurance provisions as set forth in *Appendix A, Sample Contract*, of this RFP.
- ☐ **Yes** ☐ **No** Sub-paragraph 1.4.11 Complies with the RFP format and requirements.

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 3 of 3

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name (Full Legal Name)

501(c)(3) Number (if applicable)

Address

Contact Person ☐ Mr. ☐ Mrs. ☐ Ms.

Title

Telephone Number

Fax Number

Email Address

Location of office where services will be provided

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Print Name of Proposer's Authorized Official

Internal Revenue Service Employer Identification Number

Print Title

California Business License Number

Signature of Proposer's Authorized Official

County WebVen Number

Date

Form 2B
COST REIMBURSEMENT
(12 Month Budget)

Proposer Name:	
----------------	--

BUDGET SUMMARY	
BUDGET CATEGORY:	AMOUNT
Operating Expenses (General)	\$
Operating Expenses (Travel)	\$
Operating Expenses (Facilities Operations)	\$
Other Costs (Consultant/Contractual)	\$
TOTAL BUDGET	\$

Print Name of Proposer's Authorized Official	Print Title
Signature of Proposer's Authorized Official	Date

Form 2B-1
COST REIMBURSEMENT
(12 Month Budget)

Budget Justification for Operating Expenses (General Expense)

Proposer Name:	
----------------	--

BUDGET CATEGORY- OPERATING EXPENSES (General Expenses)	AMOUNT REQUESTED
Item: Media Purchasing <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: Collateral Materials <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: Non-Traditional Media <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: Telecommunications <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: Postage <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: Printing <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: Materials Review Activities <u>Description and Methodology Used to Determine Amount Requested:</u>	\$

BUDGET CATEGORY- OPERATING EXPENSES (General Expenses)	AMOUNT REQUESTED
Item: Partnership Marketing <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: Direct Marketing <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
TOTAL REQUESTED – OPERATING EXPENSES (General Expenses)	\$

Form 2B-2
COST REIMBURSEMENT
(12 Month Budget)

Budget Justification for Operating Expenses (Travel)

Proposer Name:	
----------------	--

BUDGET CATEGORY- OPERATING EXPENSES (Travel)	AMOUNT REQUESTED
Item: Mileage <u>Description and Methodology Used to Determine Amount Requested:</u> 	\$
Item: <u>Description and Methodology Used to Determine Amount Requested:</u> 	\$
Item: <u>Description and Methodology Used to Determine Amount Requested:</u> 	\$
TOTAL REQUESTED – OPERATING EXPENSES (Travel)	\$

Form 2B-3
COST REIMBURSEMENT
(12 Month Budget)

Budget Justification for Operating Expenses (Facilities Operations)

Proposer Name:	
----------------	--

BUDGET CATEGORY- OPERATING EXPENSES (Facilities Operations)	AMOUNT REQUESTED
Item: <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
Item: <u>Description and Methodology Used to Determine Amount Requested:</u>	\$
TOTAL REQUESTED – OPERATING EXPENSES (Facilities Operations)	\$

Form 2B-4
COST REIMBURSEMENT
(12 Month Budget)

Budget Justification for Other Costs (Consultant/Contractual)

Proposer Name:	
----------------	--

BUDGET CATEGORY- OTHER COSTS (Consultant/Contractual)	AMOUNT REQUESTED
Consultant/Contractor: Type of Service: <u>Rate and Terms of Service:</u>	\$
Consultant/Contractor: Type of Service: <u>Rate and Terms of Service:</u>	\$
Consultant/Contractor: Type of Service: <u>Rate and Terms of Service:</u>	\$
Consultant/Contractor: Type of Service: <u>Rate and Terms of Service:</u>	\$
Consultant/Contractor: Type of Service: <u>Rate and Terms of Service:</u>	\$
TOTAL REQUESTED – OTHER COSTS (Consultant/Contractual)	\$

Form 3
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	TITLE	PHONE NUMBER
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.		
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.		
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.		
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.		

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state **"NONE"**.

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Proposer Name: _____

_____ Print Name of Proposer's Authorized Official	_____ Print Title
---	----------------------

_____ Signature of Proposer's Authorized Official	_____ Date
--	---------------

Form 4

The Scope of Work Description

Overview and Instructions

The Scope of Work (SOW) is a very important part of the proposal. It contains the deliverables of the contract, for which the agency is responsible. The SOW also functions as a master plan for the program. Proposers should use the *Program Description* in the RFP to complete this form as it includes the purpose of this program and activities that can be developed into objectives. Proposers are encouraged to be creative in the development of their program, which may result in additional goals and objectives not described in the *Program Description*. These should also be included in this form.

The Scope of Work is composed of broad statements that clearly describe the purpose of the program, activities that will lead to meeting that purpose, timeline for accomplishing the activities and methods for determining/measuring whether the proposer was successful in meeting the program purpose:

- **Goal(s):** The overall purpose for the program.
- **Measurable Objectives:** The process and outcome activities (stated in measurable terms) by which the goal will be accomplished.
- **Implementation Activities:** The specific steps necessary to accomplish the objectives.
- **Timeline:** The due dates for each objective and implementation activity.
- **Method(s) of Evaluating Objectives and Documentation:** This is a description of how the success of the objectives will be documented to demonstrate a successful outcome.

The SOW is organized with the goal at the top, the measurable objective in the first column, the implementation activities in the second, the timeline in the third, and the methods for evaluating and documenting columns one through three in the last column. The implementation activities, timeline and method(s) of evaluating objectives and documentation support the measurable objective.

The objectives, implementation activities, timelines and methods of evaluation usually follow a logical sequence in time. For example, an objective describing outreach to recruit participants should come before an objective that has the recruited participants that are now receiving the service. With implementation activities, a promotion plan must be developed before services are delivered, sites for childcare should be identified before the childcare is conducted, etc. The timeline, method for evaluating the objectives and documentation of this process follow.

The measurable objectives should be arranged in order from the least intensive to the most intensive. Objectives that deal directly with the target population take precedence. For example, objectives calling for outreach and promotion would be placed at the end of the SOW.

Finally, all staff are responsible for the performance of the program and meeting the agency objectives, therefore - **everyone involved with the program should have a copy of the SOW and be familiar with its contents.**

Form 4A. Scope of Work Template

Proposer Name: _____

**HIV/AIDS SOCIAL MARKETING SERVICES
SCOPE OF WORK**

Goal No. _____ :

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
Ex) 1.0 By (DATE), a minimum of (NUMBER), will (ACTIVITY/SERVICE DESCRIPTION).	1.1	By (DATE)	1.1

**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION
FOR RFP #2006-01 HIV/AIDS SOCIAL MARKETING SERVICES**

Print Name of Proposer's Authorized Official

Print Title

Signature of Proposer's Authorized Official

Date

Form 6

CHARITABLE CONTRIBUTIONS CERTIFICATION

Agency Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Print Name of Proposer's Authorized Official

Print Title

Signature of Proposer's Authorized Official

Date

Form 7

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers responding to this solicitation must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☐ **I AM NOT** ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal submission.

☐ **I AM**

☐ As an eligible Local SBE, I request this proposal be considered for the Local SBE Preference.

My County (WebVen) Vendor Number _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS

ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

Form 8

Certification of No Conflict of Interest

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Proposer Name _____

Print Name of Proposer's Authorized Official

Print Title

Signature of Proposer's Authorized Official

Date

FORM 9**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:					
Company Address:					
City:		State:		Zip Code:	
Telephone Number:					
Solicitation For (Type of Goods or Services):	RFP 2006-01: HIV/AIDS Social Marketing Services				

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding **twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.**
- "Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR**Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name of Proposer's Authorized Official_____
Print Title_____
Signature of Proposer's Authorized Official_____
Date

Form 10
Contractor's Equal Employment Opportunity (EEO) Certification

Proposer Name

Proposer Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

- | | | | |
|----|--|---------------------------------|--------------------------------|
| 1. | Proposer has written policy statement prohibiting discrimination in all phases of employment. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 2. | Proposer periodically conducts a self-analysis or utilization analysis of its work force. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 3. | Proposer has a system for determining if its employment practices are discriminatory against protected groups. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 4. | When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and timetables. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

Print Name of Proposer's Authorized Official

Print Title

Signature of Proposer's Authorized Official

Date

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Proposer Name _____

Print Name of Proposer's Authorized Official	Print Title
--	-------------

Signature of Proposer's Authorized Official
Date

Form 12

**Attestation of Willingness to Consider
GAIN/GROW Participants**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

☐ YES (subject to verification by County) ☐ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☐ YES ☐ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☐ YES ☐ NO ☐ N/A (Program not available)

Agency Name _____

Telephone Number _____

Fax Number _____

Print Name of Proposer's Authorized Official

Print Title

Signature of Proposer's Authorized Official

Date

GAIN/GROW ATTESTATION

Form 13

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTIONS (45 C.F.R. PART 76)

Agency Name: _____

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion -- Lower Tier Covered Transactions (45 C.F.R Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

APPENDICES F-N

APPENDICES F-N
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Intent to Apply

Your organization must submit this form by **4:00 p.m. (Pacific Time), Friday, October 6, 2006.** Failure to submit this form to OAPP will render your organization ineligible to apply under this Request for Proposals (RFP).

TO: SUSAN CARLON, SOLICITATIONS COORDINATOR

Office of AIDS Programs and Policy
Planning and Research Division

FAX: (213) 381-8023

THIS IS TO INFORM YOU THAT OUR ORGANIZATION IS INTERESTED IN APPLYING FOR FUNDING UNDER RFP #2006-01: HIV/AIDS SOCIAL MARKETING SERVICES.

We understand that this is not a commitment, but is provided to OAPP only for the purposes of identifying interest in the RFP and to adequately plan for the proposal review process.

Organization Name (Full Legal Name)

Address (Street, City, State and Zip Code)

Contact Person ☐ Mr. ☐ Mrs. ☐ Ms.

Title

Telephone Number

Fax Number

Email Address

Signature of Executive Director, CEO, or designated Board Member

Print Name

Print Title

Signature

Date

SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

Print Name of Proposer's Authorized Official

Print Title

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

IRS NOTICE 1015

(Obtain latest version from IRS website -
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

**Have You Told Your Employees About the
 Earned Income Credit (EIC)?**
What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4, Employee's Withholding Allowance Certificate**.

Note: You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The **IRS Form W-2, Wage and Tax Statement**, which has the required information about the EIC on the back of **Copy B**.
- A substitute **Form W-2** with the same EIC information on the back of the employee's copy that is on **Copy B** of the **IRS Form W-2**.
- **Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC)**.
- Your written statement with the same wording as **Notice 797**.

If you are required to give **Form W-2** and do so on time, no further notice is necessary if the **Form W-2** has the required information about the EIC on the back of the employee's copy. If a substitute **Form W-2** is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute **Form W-2** is given. If **Form W-2** is required but is not given on time, you must give the employee **Notice 797** or your written statement by the date **Form W-2** is required to be given. If **Form W-2** is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting **Notice 797** on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in **Notice 797**. For more detailed information, the employee needs to see the 2003 instructions for **Form 1040, 1040A, 1040EZ**, or **Pub. 596, Earned Income Credit (EIC)**.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5, Earned Income Credit Advance Payment Certificate**. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15), Employer's Tax Guide**.

Notice 1015
 (Rev. 12-2003)

Cat. No. 205991



Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

COUNTY OF LOS ANGELES

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .
 in fueling local economic growth
 providing new jobs
 creating new local tax revenues
 offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .
 as a multi-billion dollar purchaser of goods and services
 as a broker of intergovernmental cooperation among numerous local jurisdictions
 by greater outreach in providing information and training
 by simplifying the bid/proposal process
 by maintaining selection criteria which are fair to all
 by streamlining the payment process

WE THEREFORE SHALL:

Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Debarment List for the County of Los Angeles

Vendor Name: ADVANCED BUILDING MAINTENANCE
Alias:
Debarment Start Date: 6/14/2005 **Debarment End Date:** 6/13/2008
Principal Owners
and/or Affiliates: Michael Sullivan Erlinda Sullivan

Vendor Name: INSPECTION ENGINEERING CONSTR
Alias: Inspection Engineering Construction
Debarment Start Date: 6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners
and/or Affiliates: Jamal Deaifi

Vendor Name: LA INTERNET CORPORATION
Alias: 2X, Inc. a.k.a. LA Internet, Inc., 2X Access, Internet Business International; (Referred to collectively as "LA Internet")
Debarment Start Date: 9/9/2003 **Debarment End Date:** 9/8/2006
Principal Owners
and/or Affiliates: Albert Reda
Ken Reda
Louis Cherry

Vendor Name: MTS Advanced Corp.
Alias:
Debarment Start Date: 2/8/2005 **Debarment End Date:** 2/7/2008
Principal Owners
and/or Affiliates: Emir Khan / Zulaine Hernandez

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. **LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

BACKGROUND AND RESOURCES:
CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

THE ABOVE INFORMATION, INCLUDING THE ORGANIZATIONS LISTED, PROVIDED UNDER THIS SUB-SECTION OF THIS APPENDIX M IS FOR INFORMATIONAL PURPOSES ONLY. NOTHING CONTAINED IN THIS SUB-SECTION SHALL BE CONSTRUED AS AN ENDORSEMENT BY THE COUNTY OF LOS ANGELES OF SUCH ORGANIZATIONS.

**CONTENT OF AIDS-RELATED WRITTEN MATERIALS,
PICTORIALS, AUDIOVISUALS, QUESTIONNAIRES,
SURVEY INSTRUMENTS, AND EDUCATIONAL SESSIONS IN
CENTERS FOR DISEASE CONTROL ASSISTANCE PROGRAMS
Interim Revisions June 1992**

1. BASIC PRINCIPLES:

Controlling the spread of HIV infection and AIDS requires the promotion of individual behaviors that eliminate or reduce the risk of acquiring and spreading the virus. Messages must be provided to the public that emphasize the ways by which individuals can fully protect themselves from acquiring the virus. These methods include abstinence from the illegal use of IV drugs and from sexual intercourse except in a mutually monogamous relationship with an uninfected partner. For those individuals who do not or cannot cease risky behavior, methods of reducing their risk of acquiring or spreading the virus must also be communicated. Such messages can be controversial. These principles are intended to provide guidance for the development and use of educational materials, and to require the establishment of Program Review Panels to consider the appropriateness of messages designed to communicate with various groups.

A. Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials, (e.g., motion pictures and video tapes, and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings) should use terms, descriptors, or displays necessary for the intended audience to understand dangerous behaviors and explain less risky practices concerning HIV transmission.

B. Written materials, audiovisual materials, and pictorials should be reviewed by Program Review Panels consistent with the provisions of Section 2500(b), (c), and (d) of the Public Health Service Act, 42 U.S.C. Section 300ee(b), (c), and (d), as follows:

"SEC. 2500. USE OF FUNDS.

- (b) CONTENTS OF PROGRAMS.- All programs of education and information receiving funds under this title shall include information about the harmful effects of promiscuous sexual activity and intravenous substance abuse, and the benefits of abstaining from such activities.
- (c) LIMITATIONS.- None of the funds appropriated to carry out this title may be used to provide education or information designed to promote or encourage, directly, homosexual or heterosexual activity or intravenous substance abuse.

- (d) CONSTRUCTION.- Subsection (c) may not be construed to restrict the ability of an education program that includes the information required in subsection (b) to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of, the etiologic agent for acquired immune deficiency syndrome, provided that any informational materials used are not obscene."

C. Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices.

D. Messages provided to young people in schools and in other settings should be guided by the principles contained in "Guidelines for Effective School Health Education to Prevent the Spread of AIDS" (MMWR 1988;37 [suppl. no. S-2]).

2. PROGRAM REVIEW PANEL:

A. Each recipient will be required to establish or identify a Program Review Panel to review and approve all written materials, pictorials, and proposed educational group session activities to be used under the project plan. This requirement applies regardless of whether the applicant plans to conduct the total program activities or plans to have part of them conducted through other organization(s) and whether program activities involve creating unique materials or using/distributing modified or intact materials already developed by others. Whenever feasible, CDC funded community-based organizations are encouraged to use a Program Review Panel established by a health department or an other CDC-funded organization rather than establish their own panel. The Surgeon General's Report on Acquired Immune Deficiency Syndrome (October 1986) and CDC-developed materials do not need to be reviewed by the panel unless such review is deemed appropriate by the recipient. Members of a Program Review Panel should:

- (1) Understand how HIV is and is not transmitted; and
- (2) Understand the epidemiology and extent of the HIV/AIDS problem in the local population and the specific audiences for which materials are intended.

B. The Program Review Panel will be guided by the CDC Basic Principles (in the previous section) in conducting such reviews. The panel is authorized to review materials only and is not empowered either to evaluate the proposal as a whole or to replace any other internal review panel or procedure of the recipient organization or local governmental jurisdiction.

C. Applicants for CDC assistance will be required to include in their applications the following:

(1) Identification of a panel of no less than five persons which represent a reasonable cross-section of the general population. Since Program Review Panels review materials for many intended audiences, no single intended audience shall predominate the composition of the Program Review Panel, except as provided in subsection (d) below. In addition:

(a) Panels which review materials intended for a specific audience should draw upon the expertise of individuals who can represent cultural sensitivities and language of the intended audience either through representation on the panels or as consultants to the panels.

(b) The composition of Program Review Panels, except for panels reviewing materials for school-based populations, must include an employee of a state or local health department with appropriate expertise in the area under consideration who is designated by the health department to represent the department on the panel. If such an employee is not available, an individual with appropriate expertise, designated by the health department to represent the agency in this matter, must serve as a member of the panel.

(c) Panels which review materials for use with school-based populations should include representatives of groups such as teachers, school administrators, parents, and students.

(d) Panels reviewing materials intended for racial and ethnic minority populations must comply with the terms of (a), (b), and (c), above. However, membership of the Program Review Panel may be drawn predominately from such racial and ethnic populations.

(2) A letter or memorandum from the proposed project director, countersigned by a responsible business official, which includes:

(a) Concurrence with this guidance and assurance that its provisions will be observed;

(b) The identity of proposed members of the Program Review Panel, including their names, occupations, and any organizational affiliations that were considered in their selection for the panel.

D. CDC-funded organizations that undertake program plans in other than school-based populations which are national, regional (multistate), or statewide in scope, or that plan to distribute materials as described above to other organizations on a national, regional, or statewide basis, must establish a single Program Review Panel to fulfill this requirement. Such national/regional/state panels must include as a member an employee of a state or local health department, or an appropriate designated representative of such department, consistent with the provisions of Section 2.c.(1). Materials reviewed by such a single (national, regional, or state) Program Review Panel do not need to be reviewed locally unless such review is deemed appropriate by the local organization planning to use or distribute the materials. Such national/regional/state organization must adopt a national/regional/statewide standard when applying Basic Principles 1.a and 1.b.

E. When a cooperative agreement/grant is awarded, the recipient will:

- (1) Convene the Program Review Panel and present for its assessment copies of written materials, pictorials, and audiovisuals proposed to be used;
- (2) Provide for assessment by the Program Review Panel text, scripts, or detailed descriptions for written materials, pictorials, or audiovisuals which are under development;
- (3) Prior to expenditures of funds related to the ultimate program use of these materials, assure that its project files contain a statement(s) signed by the Program Review Panel specifying the vote for approval or disapproval for each proposed item submitted to the panel; and
- (4) Provide to CDC in regular progress reports signed statement(s) of the chairperson of the Program Review Panel specifying the vote for approval or disapproval for each proposed item that is subject to this guidance.